

GIPS BOE Regular Meeting
Thursday, February 11, 2021 5:30 PM
Kneale Administration Building - Board Room

1. CALL TO ORDER

Speaker(s): Board President

2. ROLL CALL

Speaker(s): Mrs. Simmons

3. MISSION STATEMENT

4. PUBLIC FORUM

Speaker(s): Mrs. Hinkle

5. CONSENT AGENDA

Speaker(s): Board President

5.1. Minutes from the previous month's meeting

5.2. Claims as submitted

5.3. Bid Proposals as submitted

5.4. Staff Adjustments as submitted

5.5. Treasurer's Report as submitted

5.6. Policy

5.6.1. 4415 DEBT MANAGEMENT Final Read

5.6.2. 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS Final Read

5.6.3. 4418 STRUCTURALLY BALANCED BUDGET Final Read

5.6.4. 4417 CAPITAL ASSET MANAGEMENT Final Read

5.6.5. 4416 FINANCIAL INVESTMENT MANAGEMENT Final Read

5.6.6. 9310 FUNDRAISING ACTIVITIES First Read

5.6.7. 9311 DONATIONS OF COLLECTIBLES, GIFTS, GRANTS, AND BEQUESTS First Read

5.7. CONTRACTS, GRANTS, AND MOU'S

5.7.1. Mentor Nebraska MOU for STRIVE Mentoring Programming

Speaker(s): Jennifer Worthington

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability.

5.7.2. ESU 10 Contract Renewal 2021 2022

5.7.3. GI Physical Therapy Renewal 2021 2022

5.8. Surplus Property Listing

5.9. Approval of Agenda as submitted

6. SPECIAL RECOGNITION

6.1. Mrs. Sheree Stockwell-NAESP (Nebraska Association of Elementary School Principals) Outstanding New Principal Award

Speaker(s): Dr. Toni Palmer

6.2. All State Choir and All State Band

Speaker(s): Jennifer Worthington, Mr. John Jacobs, and Mrs. Charity LaBrie

7. INFORMATION ITEMS

7.1. CAMPUS HIGHLIGHTS--West Lawn Reading Interventionist position and its impacts so far.

Speaker(s): Chandra Myers, Alex Tjaden, and Dr. Toni Palmer

Goals: Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability., Strategic Plan Objective 01 - GIPS' schools and classrooms will be led by instructional experts who guarantee the delivery of a rigorous and relevant curriculum to all students., Strategic Plan Objective 05 - GIPS will employ data to continuously improve teaching and learning.

7.2. CAMPUS HIGHLIGHTS-- Shoemaker Eagle Eye News/daily morning announcements for all students.

Speaker(s): Mrs. Hedman and Student News Anchors for Eagle Eye News

Goals: Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan Objective 03 - Every Grand Island student will have meaningful, personal connections to support their own well-being and develop their confidence, resiliency and adaptability.

7.3. Workforce Prep Lease Agreement 2021 2023

Speaker(s): Dr. Dexter

Goals: Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments., Student Success Measure 06 - Increased percentage of students with a high level of school connectedness and high commitment to learning. , Personalized Strategic Plan- Students were able to create their own goals and objectives for this experience. Each experience was customized to meet the needs of each individual student.

7.4. Principal Building IT Connectivity Project

Speaker(s): Cory Gearhart

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments.

7.5. E-Rate Projects FY 2020-2021

Speaker(s): Cory Gearhart

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments.

7.6. Aviation Rental Agreement

Speaker(s): Mr. Dan Phillips, Director of Innovation for College & Career Readiness

Goals: Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan Objective 01 - GIPS' schools and classrooms will be led by instructional experts who guarantee the delivery of a rigorous and relevant curriculum to all students.

7.7. FY 2020-2021 Project List

Speaker(s): Dan Petsch

7.8. Construction Update

Speaker(s): Mr. Petsch

7.9. Student Representative Report

Speaker(s): Kendall Bartling

7.10. Superintendent Report

Speaker(s): Dr. Grover

7.11. GNSA / Legislative Committee

Speaker(s): Mr. Harden and Mrs. Hinkle

8. ACTION ITEMS

8.1. EAB Contract

Speaker(s): Mr. Harden

8.2. Drawdown Loan Agreement - Medical Pathways Academy

Speaker(s): Mr. Harden

8.3. Aviation Rental Agreement

Speaker(s): Mr. Dan Phillips, Director of Innovation for College & Career Readiness

Goals: Strategic Plan Objective 04 - Every Grand Island student will be empowered to take ownership of their learning and have skills in critical thinking, communication, collaboration, and creativity through rigorous academic instruction and personalized, real-world learning experiences., Strategic Plan

Objective 01 - GIPS' schools and classrooms will be led by instructional experts who guarantee the delivery of a rigorous and relevant curriculum to all students.

8.4. Principal Building IT Connectivity Project

Speaker(s): Cory Gearhart

Goals: Strategic Plan Objective 02 - GIPS will ensure that learning is enabled through safe, comfortable, and welcoming environments.

9. COMMITTEE REPORTS

9.1. Finance and Facilities Committee

Speaker(s): Mr. Brown

9.2. Leading for Learning Committee

Speaker(s): Lindsey Jurgens

9.3. Personnel Committee

Speaker(s): Mr. Terry Brown

9.4. Policy Committee

Speaker(s): Ms. Wolfe

9.5. Public Relations and Partnership Development Committee

Speaker(s): Lisa Albers

9.6. Grand Island Public Schools Foundation Report

Speaker(s): Mrs. Jurgens

9.7. NASB Monthly Update

Speaker(s): Board President

10. EXECUTIVE SESSION FOR THE PURPOSE OF CERTIFIED STAFF NEGOTIATIONS BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

11. RECONVENE FROM EXECUTIVE SESSION

12. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION

12.1. Certified Staff Negotiations

Speaker(s): Virgil Harden

13. NOTIFICATION OF UPCOMING BOARD MEETINGS

14. ADJOURNMENT

AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA
HALL COUNTY

Grand Island Independent

GRAND ISLAND PUBLIC SCHOOL/Classified
123 S WEBB RD
PO BOX 4904
GRAND ISLAND NE 68802

RECEIVED FEB 1

REFERENCE: 10016999
20609293

mtg 2/11

Sherrri Sheeks being first duly sworn on his/her oath, deposes and says that he/she is the Legals Clerk of the Grand Island Independent, a newspaper printed and published at Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the Grand Island Independent, and affiant knows of his/her own personal knowledge that said newspaper has a bona fide circulation of more than 500 copies of each issue, has been published at Grand Island, Nebraska, for more than 52 weeks successively prior to the first publication of the annexed printed notice, and is a legal newspaper under the statutes of the State of Nebraska; that the annexed printed notice was published in said newspaper.

Sherrri Sheeks

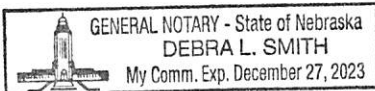
PUBLISHED ON:
01/29/21

NOTICE OF REGULAR BOARD MEETING
HALL COUNTY SCHOOL DISTRICT 2
GRAND ISLAND, NEBRASKA
Notice is hereby given that a meeting of the Board of Education of Hall County School District 2, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on Thursday February 11, 2021 at 5:30 P.M., at the Kneale Administration Building, 123 S Webb Road, Grand Island, Nebraska, which meeting will be open to the public. An agenda for such a meeting, kept continuously current, is available for inspection at the Office of the Superintendent.
Dr. Robin R. Dexter, Board Secretary
29

TOTAL COST: 14.27
AD SPACE:

Subscribed in my presence and sworn to before me this 29 th day of January, 2021.

My commission expires 12/27, 20 23
Debra L. Smith
Notary Public



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AFFIDAVIT OF PUBLICATION

THE STATE OF NEBRASKA
HALL COUNTY

Grand Island Independent

GRAND ISLAND PUBLIC SCHOOL/Classified
123 S WEBB RD
PO BOX 4904
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REFERENCE: 10016999
20609292

Work Session 2/6

Sherrri Sheeks being first duly sworn on his/her oath, deposes and says that he/she is the Legals Clerk of the Grand Island Independent, a newspaper printed and published at Grand Island, in Hall County, Nebraska, and of general circulation in Hall County, Nebraska, and as such has charge of the records and files of the Grand Island Independent, and affiant knows of his/her own personal knowledge that said newspaper has a bona fide circulation of more than 500 copies of each issue, has been published at Grand Island, Nebraska, for more than 52 weeks successively prior to the first publication of the annexed printed notice, and is a legal newspaper under the statutes of the State of Nebraska; that the annexed printed notice was published in said newspaper.

Sherrri Sheeks

PUBLISHED ON:
01/29/21

TOTAL COST: 18.20
AD SPACE:

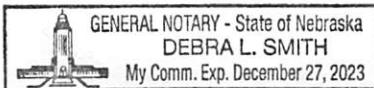
Subscribed in my presence and sworn to before me this 29 th day of January, 2021.

My commission expires

12/27, 20 23

Debra L. Smith

Notary Public



RECEIVED FEB 7 2021

NOTICE OF WORK SESSION
BOARD MEETING
HALL COUNTY SCHOOL
DISTRICT 40-0002

GRAND ISLAND, NEBRASKA

Notice is hereby given that a work session meeting of the Board of Education of Hall County School District 40-0002, A.K.A. Grand Island Public Schools, Grand Island, Nebraska, will be held on February 6, 2021 at 8:00 A.M., via

electronic means with access information available on GIPS web site (per Governor Ricketts Executive Order 20-03). At least one Board member will be physically located at the Kneale Administration Building, 123 South Webb Road, Grand Island, Nebraska, which meeting will be open to the public in the Challenge Center. A copy of the open meetings act and agenda for this meeting, kept continuously current, is available for inspection on the GIPS web site.

Dr. Robin R. Dexter, Board Secretary
29

Regular Meeting of the Grand Island Board of Education

The regular meeting of the Board of Education of Grand Island in the County of Hall in the State of Nebraska was convened and called to order by President Bonnie Hinkle in open and public session on Thursday, January 14, 2021 at 5:30 PM at the Kneale Administration Building - Board Room, 123 S Webb Road, Grand Island, NE 68802, the usual meeting place of said Board. Notice of the meeting was given in advance thereof by publication in the Grand Island Independent, the School District's designated method of giving notice. Notice of the meeting was also given in advance to all members of the Board of Education. All proceedings hereafter shown were recorded while the convened meeting was open to the attendance of the public.

AGENDA

1. CALL TO ORDER

Mrs. Hinkle called the meeting to order at 5:30 PM

2. ROLL CALL

Mrs. Simmons called the roll.

Mrs. Hinkle; present, Dr. Brosz; present, Mr. Mayfield; absent, Mr. Brown; present, Ms. Wolfe; present, Mr. Barcenas; present, Mrs. Albers; present, Mrs. Gortemaker; present. Mr. Mayfield gave prior notice of being absent and it was approved by the board. Mr. Barcenas was attending remotely.

3. MISSION STATEMENT

The Mission Statement was read by Mr. Barcenas.

4. PUBLIC FORUM

5. CONSENT AGENDA

5.1. Minutes from the previous month's meeting

5.2. Claims as submitted

5.3. Staff Adjustments as submitted

5.4. Treasurer's Report as submitted

5.5. Policy

5.5.1. 6313 STAFF PAYMENTS DURING CLOSURE Final Read

5.5.2. 8312 EXCESSIVE ABSENTEEISM Final Read

5.5.3. 6335 INJURY LEAVE Final Read

5.5.4. 4415 DEBT MANAGEMENT First Read

5.5.5. 4416 FINANCIAL INVESTMENT MANAGEMENT First Read

5.5.6. 4417 CAPTIAL ASSET MANAGEMENT First Read

5.5.7. 4418 STRUCTURALLY BALANCED BUDGET First Read

5.5.8. 6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS First Read

5.6. Contracts, Grants, and MOU's

5.6.1. GearUp MOU

5.6.2. UNL Tutoring Pilot - GEAR UP

5.6.3. Heartland Health Center Behavior Health Contract

5.7. Change Orders as Documented

5.7.1. Stolley Park Elementary Change Order No 04 - Final

5.8. Approval of Agenda as submitted

Roll Call Vote: Motion made by Dr. Brosz, Second by Ms. Wolfe; Mrs. Hinkle; yea, Dr. Brosz; yea, Mr. Brown; yea, Ms. Wolfe; yea, Mr. Barcenas; yea, Mrs. Albers; yea, Mrs. Gortemaker; yea. Motion passed.

6. CHANGE OF BOARD

6.1. Adjournment of the 2020 Board of Education

The 2020 Board of Education was adjourned at 5:36 PM and Dr. Dexter, Secretary of the Board, was appointed as acting Chairman.

Roll Call Vote: Motion made by Dr. Brosz, Second by Mr. Brown; Mrs. Hinkle; yea, Dr. Brosz; yea, Mr. Brown; yea, Ms. Wolfe; yea, Mr. Barcenas; yea, Mrs. Albers; yea, Mrs. Gortemaker; yea. Motion passed.

6.2. Oath of Office for Newly Elected/Appointed Board Members

Dr. Dexter will administer the Oath of Office to the newly elected/appointed board members who consist of Mr. Josh Hawley, Mrs. Lindsey Jurgens, Mr. Dave Hulinsky, Mrs. Lisa Albers, and recently appointed, Mr. Terry Brown.

6.3. Signing of the Board Operating Principles by all Board Members

The Board Operating Principles, Policy 2111, give guidance as to how the board functions and how board members interact with each other and the public. Dr. Dexter read the Code of Ethics included in the Operating Principles and highlighted some of the other key components. Each board member, at the time the new board is convened, will sign the acknowledgment of the Board Operating Principles to indicate he/she understands and agrees to function under these guidelines. All members signed the document which will be placed on file with the minutes from the January 2021 Board Meeting.

6.4. 6213 STAFF USE OF ELECTRONIC COMMUNICATION DEVICES AND ADMINISTRATIVE GUIDELINES FOR NETWORK USE

Each Board member signed the Internet Safety and Acceptable Use Agreement. These were collected at the end of the meeting.

6.5. 2112 BOARD MEMBER CODE OF ETHICS

Dr. Dexter lead board members in reading the Board Member Code of Ethics

6.6. Election of President of the Board of Education for 2021

The Secretary of the Board opened the floor for nominations for President. Mrs. Bonnie Hinkle was nominated as President of the Board. There were no other nominations. Mrs. Bonnie Hinkle was declared President by acclamation. Dr. Brosz nominated Mrs. Bonnie Hinkle.

6.7. Convene the 2021 Board of Education to Order

Mrs. Hinkle convened and called to order the 2021 Grand Island Public Schools Board of Education. The Board convened at 5:45 PM. Those present were: Mrs. Albers, Mr. Barcnas, Dr. Brosz, Mr. Brown, Mrs. Jurgens, Mr. Hulinsky, Mrs. Hinkle, Mr. Hawley and Ms. Wolfe. Those absent were: None.

6.8. Election of Vice-President of the Board of Education for 2021

Board President, Mrs. Bonnie Hinkle, opened the floor for nominations for Vice-President of the Board of Education. Dr. Dan Brosz and Mrs. Lisa Albers were nominated as Vice-President. Mrs. Lisa Albers was declared Vice-President by majority vote. Mr. Brown nominated Dr. Dan Brosz. Ms. Wolfe nominated Mrs. Lisa Albers; Lisa Albers =5, Dr. Brosz =4

7. INFORMATION ITEMS

7.1. Campus Highlights - GREAT Gator student acknowledgement system

Dr. Palmer presented a video from Mr. Joe Eckerman and Gates Instructional Coach Sara Robinson. The video highlights the student acknowledgement system and how they personalize Social Emotional Learning so that students feel connected to the school and are empowered to learn. 33,808 Great Gators tickets have already been passed out.

7.2. Campus Highlights - School Wide Positive Behavior Support System: The Knights' Way

Dr. Palmer presented a video from Mr. Nate Balcom and the Newell Knights Students. The video shows how the establishing of a consistent school-wide set of expectations for behavior as well as safety. In response to a staffing need for a school-wide system of positive praises (token ticket system). This token ticket system tracks positive data to ensure equity among all students. As of today 10,000 tickets have been issued. 72% reduction in suspensions and 76% reduction in office referrals. This program helps to provide extra positive support.

7.3. GISH Attendance Update

Mr. Gilbertson presented the 1st-semester attendance data and shared strategies, interventions, and future action steps to address chronic absenteeism.

7.4. Findings from a research study conducted on Mental Health of middle and high school students

Academy of Education, Law and Public Safety student presentation on research findings from a research study conducted on Mental Health in middle and high school.

7.5. EAB Contract

Mr. Harden presented the board with the EAB Contract. EAB, formerly the Education Advisory Board, is a best practices firm that uses research, technology, and consulting to address

challenges within the public PK-16 education industry. EAB is headquartered in Washington, DC, with satellite offices in Richmond, VA, Birmingham, AL, and Minneapolis, MN. Since the 2018 - 2019 school year Grand Island Public Schools (GIPS) has contracted with EBA as a member school district. Membership in the EAB entitles GIPS to on-demand best practices, dedicated consultative support, event and peer networking, etc. The attached agreement is for a three year period (i.e. school years 21-22, 22-23, and 23-24).

7.6. Drawdown Loan Agreement - Medical Pathways Academy

Mr. Harden presented the Board of Education with the Drawdown Loan Agreement--Medical Pathways Academy. During the development of the Academies of Grand Island Senior High School one of the five upper academies identified was the Academy of Medical Sciences consisting of three pathways; Emergency Services, Healthcare, Sports Medicine/Therapy. The Academy of Medical Sciences has received the most interest from students based upon the number of pupils expressing this academy as their first choice of Academy placement. The idea of reducing the overcrowding at Grand Island Senior High School (GISH) by housing programs at other locations (CPI, OMB, Coffeeshouse, Wyandotte, etc.) is not new but the idea of locating an Academy of Medical Sciences within a hospital is certainly new to GIPS. With the help of outside partners CHI-Saint Francis applied for and received a conditional Pre Grant Award Notice (GAN) for \$1.75M. In order to have enough time to work with our partner who might support the project and lock in the \$1.75M Federal GAN Traci Skalberg & Virgil Harden talked with Michael Rogers (legal counsel from Cline Williams) about the idea of a (renewable) one-year draw down loan agreement. We have verified with the Federal officials that a (renewable) one-year draw down loan agreement would satisfy their standard for cash (or cash equivalent) in the bank and for the duration of the project timeline. GIPS intent is to never use the (renewable) one-year draw down loan agreement but to bridge the gap between the March 18, 2021 Federal GAN deadline for cash (or cash equivalent) in the bank and for the duration of the project timeline and GIPS ability to work with our other funding partners timelines. At risk is any amount of interest needing to be paid if we would utilize the (renewable) one-year draw down loan agreement. This would be a General Fund obligation.

7.7. Nebraska Children and Families Grant Contract

Mrs. Jennifer Worthington presented the board of education with the Nebraska Children and Families Grant Contract (NCFE). NCFE has been a long term partner with GIPS, supporting our expanded learning opportunities. This contract will provide an additional \$155,000.00 to GIPS including \$30,000.00 for our TMC Labs, \$50,000.00 for JumpStart 6, and \$75,000.00 for Thriving Minds.

7.8. Construction Update

Mr. Petsch presented the construction update. Construction meeting with Amy Richards and is extremely happy with the space at the Early Learning Center. Duct work and electrical is being completed. Needlepoint project has completed 13 buildings as of today.

7.9. Student Representative Report

Mr. Kendall Bartling gave the Student Representative Report to the Board of Education.

7.10. Superintendent Report

Dr. Grover presented the Superintendent report to the community and Board of Education. Mr. Wayne Stelk gave an update on Substitute Fill Rate, State of Health Affairs, students and teachers, and Cory Gearhart gave an update and information on the COVID vaccine.

8. ACTION ITEMS

8.1. Hall County Election Office--General Election held November 3, 2020

After seeking guidance from the Hall County Election Commissioner, the Board of Education will publicly accept the General Election votes from the General Election held November 3, 2020.

Motion made by Dr. Brosz and a Second by Mrs. Albers to accept the Hall County Commissioner's General Election votes from the General Election held November 3, 2020.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea, Motion passed.

8.2. Nebraska Children and Families Grant Contract

NCFF has been a long term partner with GIPS, supporting our expanded learning opportunities. This contract will provide an additional \$155,000.00 to GIPS including \$30,000.00 to our TMC Labs, \$50,000.00 for JumpStart 6, and \$75,000.00 to Thriving Minds.

Motion made by Mr. Brown and a Second by Ms. Wolfe to approve the Nebraska Children and Families Grant Contract for \$155,000.00 as presented.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea, Motion passed.

9. COMMITTEE REPORTS

9.1. Finance and Facilities Committee

Mr. Brown gave the Finance and Facilities Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held February 2, 2021.

9.2. Leading for Learning Committee

Carlos Barcenas gave the Leading for Learning Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held February 2, 2021.

9.3. Personnel Committee

Dr. Brosz gave the Personnel Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held February 6, 2021.

9.4. Policy Committee

Mrs. Albers gave the Policy Committee Report covering the major items discussed and under

consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held February 8, 2021.

9.5. Public Relations and Partnership Development Committee

Carlos Barcenas gave the Public Relations and Partnership Development Committee Report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting will be held February 5, 2021.

9.6. Governance Committee

Mrs. Hinkle gave the Governance Committee report covering the major items discussed and under consideration by said committee. A copy of the minutes from the last meeting are available and on file. The next meeting has not yet been scheduled.

9.7. Grand Island Public Schools Foundation Report

Lisa Albers reported for the GIPS Foundation. The Foundations scholarship went live and is due February 10, 2021. Mini annual report has been published.

9.8. GNSA / Legislative Committee

Mr. Harden gave the GNSA / Legislative Report.

9.9. NASB Monthly Update

Mrs. Hinkle gave the Nebraska Association of School Boards update.

10. EXECUTIVE SESSION FOR THE PURPOSE OF NEGOTIATIONS BECAUSE IT IS IN THE BEST INTEREST OF THE PUBLIC TO DISCUSS THIS MATTER IN CLOSED SESSION

The Board convened to Executive Session at 7:59 p.m.

The recommendation for the Board to convene to executive session for the purpose of discussing negotiations. Passed with a motion by Terry Brown and a second by Carlos Barcenas.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

11. RECONVENE FROM EXECUTIVE SESSION

The Board reconvened from Executive Session at 8:37 p.m.

The recommendation that the Board reconvene from executive session Passed with a motion by Dan Brosz and a second by Terry Brown.

Lisa Albers: Yea, Carlos Barcenas: Yea, Dan Brosz: Yea, Terry Brown: Yea, Joshua Hawley: Yea, Bonnie Hinkle: Yea, Dave Hulinsky: Yea, Lindsey Jurgens: Yea, Erika Wolfe: Yea

12. APPROVAL OF ANY ACTION DEEMED NECESSARY AS A RESULT OF EXECUTIVE SESSION

none

13. NOTIFICATION OF UPCOMING BOARD MEETINGS

Notification of upcoming board of education meetings.

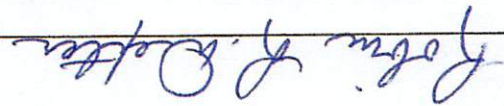
Saturday February 6, 2021, workshop--equity retreat VIRTUAL @ 8:00 AM

Thursday February 11, 2021, regular board of education meeting @ 5:30 PM

14. ADJOURNMENT

All business having been completed, the meeting was adjourned at 8:39 p.m.

Robin R. Dexter, Secretary to the Board



Michelle L. Simmons, Recording Secretary



Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75347	Paradigm Shift LLP	Professional Education Services	\$17,900.00
75348	Sams Club Direct	General Supplies	\$2,166.87
75349	US Postal Service (Quadiant POC)	Postage	\$4,000.00
75350	Hiland Dairy Foods Company LLC	Milk	\$697.50
75351	Almquist Maltzahn Galloway & Luth	Employee Benefits	\$652.50
75352	Amazon Capital Services Inc	General Supplies	\$2,826.52
75353	City of Grand Island	Dues and Fees	\$200.00
75354	Copycat Instant Printing	General Supplies	\$587.11
75355	Eakes Office Solutions	General Supplies	\$684.35
75356	Grand Island Utilities Dept	Electricity	\$6,031.96
75357	Idea Bank Marketing	Professional Services	\$179.00
75358	Trausch Dynamics	General Supplies	\$240.45
75359	Verizon Wireless	Web Based Software	\$1,851.14
75360	Wex Bank	Fuel	\$763.00
75361	Wex Bank	Fuel	\$173.92
75362	Wex Bank	Fuel	\$2,283.21
75363	Wex Bank	Fuel	\$778.06
75364	Winsupply of Grand Island	General Supplies	\$25.05
75365	Wiper Towel Service	Technical Services	\$723.75
75366	First Bankcard Center/Visa	Employee Training and Development Services	\$300.00
75367	First Bankcard Center/Visa	Advertising	\$3,452.34
75368	First Bankcard Center/Visa	General Supplies	\$49.99
75369	First Bankcard Center/Visa	Employee Training and Development Services	\$6,430.00
75370	First Bankcard Center/Visa	Nutrition Services Warehouse	\$3,210.31
75371	First Bankcard Center/Visa	Technology Supplies	\$48.22
75372	First Bankcard Center/Visa	General Supplies	\$92.79
75373	First Bankcard Center/Visa	General Supplies	\$350.00
75374	First Bankcard Center/Visa	Professional Services	\$200.00
75375	First Bankcard Center/Visa	Books & Periodicals	\$157.95
75376	First Bankcard Center/Visa	Employee Training and Development Services	\$768.00
75377	First Bankcard Center/Visa	Web Based Software	\$530.00
75378	First Bankcard Center/Visa	General Supplies	\$91.12
75379	First Bankcard Center/Visa	General Supplies	\$139.98
75380	First Bankcard Center/Visa	General Supplies	\$311.49
75381	First Bankcard Center/Visa	Web Based Software	\$24.95
75382	First Bankcard Center/Visa	General Supplies	\$351.62
75383	First Bankcard Center/Visa	General Supplies	\$1,637.42
75384	First Bankcard Center/Visa	Dues and Fees	\$810.00
75385	First Bankcard Center/Visa	General Supplies	\$42.16
75386	First Bankcard Center/Visa	Web Based Software	\$42.59
75387	First Bankcard Center/Visa	Books & Periodicals	\$67.99
75388	Amazon Capital Services Inc	General Supplies	\$41.50
75389	Grand Island Independent	Advertising	\$5,463.21
75390	Grand Island Utilities Dept	Electricity	\$48,002.61
75391	Hall County Treasurer	Miscellaneous Expenditures	\$2,303.46
75392	UniFirst Corporation	Technical Services	\$267.06
75393	Winsupply of Grand Island	General Supplies	\$7,686.25
75394	Charter Communications Holdings LLC	Distance Education and Telecommunications	\$119.98
75395	Clearly Communications	Distance Education and Telecommunications	\$1,197.30
75396	Jerrold Jaeger	Miscellaneous Expenditures	\$143.70
75397	Mid-Nebbraska Disposal Inc	Refuse Disposal	\$10,164.80
75398	Midwest Connect LLC	General Supplies	\$35.00
75399	Pamela Wetzel	Miscellaneous Expenditures	\$26.00
75400	Sams Club Direct	General Supplies	\$34.64
75401	Unite Private Networks LLC	Distance Education and Telecommunications	\$25,793.44
75402	First Bankcard Center/Visa	Employee Training and Development Services	\$4,543.00
75403	First Bankcard Center/Visa	Technology Software	\$970.01
75404	First Bankcard Center/Visa	Miscellaneous Expenditures	\$82.57
75405	First Bankcard Center/Visa	Books & Periodicals	\$438.83
75406	Appliance Repair Man	General Supplies	\$185.00
75407	Cash-Wa Distributing	Nutrition Services Warehouse	\$12,939.77
75408	Culligan of Grand Island	General Supplies	\$351.00

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75409	Mid-Nebraska Disposal Inc	Refuse Disposal	\$329.60
75410	Pamela L Morriss	Nutrition Services Warehouse	\$160.64
75411	Peterson Farms Fresh Inc	Produce	\$5,650.68
75412	95 Percent Group INC	General Supplies	\$1,650.00
75413	Ace Hardware	General Supplies	\$12.98
75414	Amazon Capital Services Inc	General Supplies	\$5,805.58
75415	American School Counselor Assn	Dues and Fees	\$174.00
75416	AV Associates of Nebraska	General Supplies	\$1,701.00
75417	Dennis Supply Company	General Supplies	\$42.60
75418	Eakes Office Solutions	General Supplies	\$173.20
75419	Grand Island Police Department	Professional Services	\$3,747.50
75420	Grand Island Utilities Dept	Electricity	\$21,654.67
75421	Megan Barnett	General Supplies	\$142.10
75422	Verizon Wireless	Distance Education and Telecommunications	\$513.68
75423	Verizon Wireless	Distance Education and Telecommunications	\$386.32
75424	Verizon Wireless	Distance Education and Telecommunications	\$457.17
75425	Hiland Dairy Foods Company LLC	Milk	\$11,784.29
75426	HyVee	Food	\$114.23
75427	Advanced Water Company Inc	Technical Services	\$3,484.47
75428	Amazon Capital Services Inc	General Supplies	\$4,509.67
75429	American Alliance for Innovative Systems	Professional Education Services	\$1,800.00
75430	American School Counselor Assn	Dues and Fees	\$69.00
75431	Amplify Education Inc	Books & Periodicals	\$3,456.00
75432	Best Buy Business Account	Technology Supplies	\$439.98
75433	Bound To Stay Bound Books	Books & Periodicals	\$991.01
75434	City of Grand Island	Dues and Fees	\$400.00
75435	Cline Williams Wright Johnson	Contracted Legal Services	\$55.00
75436	Department of Health and Human Services	Professional Services	\$162.00
75437	Eakes Office Solutions	Technical Services	\$14,082.41
75438	Ellison Educational Equipment Inc	General Supplies	\$90.00
75439	Essential Personnel Inc	Cleaning Services	\$5,195.39
75440	Essential Personnel Inc	Professional Services	\$25.00
75441	Grand Island Independent	Advertising	\$550.00
75442	Grand Island Utilities Dept	Electricity	\$15,293.05
75443	Holiday Express	Travel	\$250.00
75444	Laser Works	General Supplies	\$64.75
75445	Learning Sciences International LLC	Employee Training and Development Services	\$1,000.00
75446	Sched LLC	Web Based Software	\$3,000.00
75447	Hiland Dairy Foods Company LLC	Milk	\$20,768.56
75448	Amy Sjöholm	Professional Services	\$612.50
75449	April Sundberg	Professional Services	\$168.75
75450	Audrey Reimers	Professional Services	\$50.00
75451	Beth Barlow	Professional Services	\$50.00
75452	Christina Mullins	Professional Services	\$50.00
75453	Deborah Renae Meyer	Professional Services	\$50.00
75454	Heidi Dahlke	Professional Services	\$50.00
75455	Jaycee Gentleman	Professional Services	\$50.00
75456	Leisa Gracia	Professional Services	\$50.00
75457	Lrene Jo Braun	Professional Services	\$562.50
75458	Mindy Moyer	Professional Services	\$1,212.50
75459	Nebraska Council of School Administrator	Employee Training and Development Services	\$500.00
75460	Northwestern Energy	Utility Energy Services	\$448.00
75461	Office Depot	General Supplies	\$298.42
75462	Quill Corporation	General Supplies	\$609.55
75463	Shannon Major	Professional Services	\$50.00
75464	Sherry Wabs	Professional Services	\$50.00
75465	Super Saver	General Supplies	\$379.90
75466	Super Saver Five Points	General Supplies	\$3,671.75
75467	Valerie Moline	General Supplies	\$21.98
75468	Ace Hardware	General Supplies	\$288.28
75469	Advance Auto Parts	General Supplies	\$22.99
75470	AKRS Equipment Solutions Inc	General Supplies	\$57.32

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75471	Amazon Capital Services Inc	General Supplies	\$1,768.06
75472	Apple Computer Inc	General Supplies	\$598.00
75473	Cgsmusic	Professional Services	\$440.80
75474	Essential Personnel Inc	Cleaning Services	\$1,962.15
75475	Grand Island Physical Therapy	Professional Education Services	\$12,588.54
75476	Grand Island Utilities Dept	Electricity	\$41,886.53
75477	Idea Bank Marketing	Professional Services	\$971.00
75478	Interstate All Battery Center	General Supplies	\$1,183.35
75479	Legacy Outdoor Advertising LLC	Advertising	\$575.00
75480	Verizon Wireless	Technology Hardware	\$120.03
75481	Danny Oberg	Rentals	\$3,000.00
75482	Amazon Capital Services Inc	General Supplies	\$55.34
75483	Barbara Knuth	Mileage Paid to Staff	\$8.40
75484	Bosselman Energy Inc	General Supplies	\$95.69
75485	Carolyn Arends	Mileage Paid to Staff	\$14.62
75486	Cash-Wa Distributing	Nutrition Services Warehouse	\$126,780.17
75487	Cassie Kaspar	Mileage Paid to Staff	\$8.40
75488	Chesterman Company	Soda	\$336.72
75489	Ecolab Inc	Nutrition Services Warehouse	\$2,202.88
75490	EMS Linq Inc	Web Based Software	\$1,000.00
75491	Grand Island Public Schools	Miscellaneous Expenditures	\$2,353.67
75492	Greenberg Fruit Company	Produce	\$28,911.07
75493	Helen Batenhorst	Mileage Paid to Staff	\$22.97
75494	Hobart	Professional Services	\$611.00
75495	Host Coffee	Food	\$107.36
75496	Kens Appliance Inc	General Supplies	\$30.69
75497	Kevin Harpham	Mileage Paid to Staff	\$12.60
75498	Lisa Moss	Food	\$72.00
75499	Mid-Nebraska Disposal Inc	Refuse Disposal	\$404.60
75500	Midwest Restaurant Supply LLC	Equipment	\$20,349.39
75501	MJM Marketing	Nutrition Services Warehouse	\$2,376.00
75502	NAPA Auto Parts of Grand Island	General Supplies	\$39.98
75503	Pan-O-Gold Baking Co	Bread	\$2,710.50
75504	Pepsi-Cola Company	Soda	\$201.33
75505	Peterson Farms Fresh Inc	Produce	\$13,723.08
75506	Suzanne Marie Amerson	Mileage Paid to Staff	\$2.02
75507	Tara Fieldgrove	Mileage Paid to Staff	\$6.72
75508	Teresa Abuwisha	Mileage Paid to Staff	\$7.06
75509	Theresa McCarthy	Mileage Paid to Staff	\$12.60
75510	Uline	General Supplies	\$30.00
75511	US Foods - Grand Island	Nutrition Services Warehouse	\$40,539.69
75512	Abante Marketing	Miscellaneous Expenditures	\$1,034.74
75513	Ace Hardware	General Supplies	\$319.86
75514	Ace Hardware	General Supplies	\$83.29
75515	Advanced Water Company Inc	General Supplies	\$5,239.41
75516	AKRS Equipment Solutions Inc	General Supplies	\$227.94
75517	Amanda Smith	Employee Training and Development Services	\$40.00
75518	American Alliance for Innovative Systems	Professional Education Services	\$10,965.00
75519	American Fence Co Western Ne	Technical Services	\$3,106.00
75520	American Van Equipment	Repairs and Maintenance Services	\$2,814.12
75521	Amy Schneider	Mileage Paid to Staff	\$39.81
75522	Andy Schneider	Mileage Paid to Staff	\$48.89
75523	Angela Runquist	Mileage Paid to Staff	\$22.84
75524	Ann Porter	Mileage Paid to Staff	\$15.17
75525	Aramark Uniform Services	Technical Services	\$755.43
75526	Arbor Scientific	General Supplies	\$479.40
75527	Attainment Company	General Supplies	\$84.00
75528	AV Associates of Nebraska	Technology Hardware	\$189.00
75529	Awards Plus	General Supplies	\$89.77
75530	B & H Photo-Video Inc	General Supplies	\$168.51
75531	Barbara Franke	Mileage Paid to Staff	\$16.19
75532	Blick Art Materials	General Supplies	\$1,880.31

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75533	Border States Industries Inc	General Supplies	\$3,128.13
75534	Bosselman Energy Inc	General Supplies	\$137.46
75535	Brain Pop	General Supplies	\$175.00
75536	Brenda Anderson	Mileage Paid to Staff	\$35.56
75537	Brenda Skarka	Mileage Paid to Staff	\$5.60
75538	Brookes Publishing Company	General Supplies	\$36.45
75539	Capstone	Web Based Software	\$1,139.05
75540	Carrot-Top	Custodial Supply Warehouse	\$1,489.42
75541	CDW Government	Technology Supplies	\$1,893.27
75542	Celeste Mildenstein	Mileage Paid to Staff	\$28.04
75543	Cengage Learning	Books & Periodicals	\$14,401.80
75544	Central Community College	Books & Periodicals	\$476.00
75545	Cgsmusic	Technical Services	\$79.00
75546	Chantel Silva	General Supplies	\$33.21
75547	Chris's Car Wash & Quick Lube	Repairs and Maintenance Services	\$12.80
75548	City of Grand Island	Dues and Fees	\$200.00
75549	Communications Engineering	Technical Services	\$1,447.50
75550	Company Care	Miscellaneous Expenditures	\$450.00
75551	Computer Hardware	Audio-Visual Materials	\$4,950.00
75552	Comstock Corporation	Student Transportation	\$1,280.00
75553	Constance L Palu	Mileage Paid to Staff	\$16.80
75554	Construction Rental	General Supplies	\$582.00
75555	Control Services Inc	General Supplies	\$380.46
75556	Copycat Instant Printing	General Supplies	\$1,960.38
75557	Crescent Electric Supply	General Supplies	\$4,778.52
75558	Culligan of Grand Island	Technical Services	\$249.24
75559	Cummins Central Power	Technical Services	\$2,589.88
75560	Curriculum Associates	Books & Periodicals	\$184.46
75561	Dan Petsch	Mileage Paid to Staff	\$43.38
75562	Danica Doolittle	Mileage Paid to Parents	\$165.20
75563	Danielle Dudo	General Supplies	\$27.99
75564	Darrell Holley	Mileage Paid to Staff	\$27.50
75565	David White	General Supplies	\$100.90
75566	Decker Equipment	General Supplies	\$143.95
75567	Dennis Supply Company	General Supplies	\$19.54
75568	Devin Duren	Mileage Paid to Staff	\$21.16
75569	Diane Ostrowski	Dues and Fees	\$105.00
75570	Don Johnston Inc	Web Based Software	\$1,296.00
75571	Dorszynski Michelle	Mileage Paid to Staff	\$18.76
75572	DreamBox Learning Inc	Web Based Software	\$3,500.00
75573	Eakes Office Solutions	Buildings	\$16,917.96
75574	Eberl Plumbing & Drain	General Supplies	\$4,390.19
75575	Edgerton Education Foundation	General Supplies	\$20.00
75576	Educational Service Unit 10	Professional Education Services	\$4,859.23
75577	Educational Service Unit 9	Professional Education Services	\$21,422.03
75578	Edwards Audio	Repairs and Maintenance Services	\$550.00
75579	Egan Supply Company	Custodial Supply Warehouse	\$2,520.79
75580	Engineering Technologies Inc	Equipment	\$5,615.82
75581	Environmental Direct Inc	Technical Services	\$4,000.00
75582	Erlinda Amen	General Supplies	\$27.90
75583	Fastenal	General Supplies	\$647.15
75584	Follett School Solutions Inc	Books & Periodicals	\$5,727.08
75585	Fun Express LLC	General Supplies	\$128.86
75586	Grand Island Express Inc	Repairs and Maintenance Services	\$97.68
75587	Grand Island Physical Therapy	Professional Education Services	\$11,121.89
75588	Grand Island Public Schools Nutrition Sv	Food	\$511.41
75589	Greg Morrow	Mileage Paid to Staff	\$23.20
75590	Grones Outdoor Power & Battery	General Supplies	\$2,371.74
75591	Gustave A Larson Company	General Supplies	\$6,880.21
75592	Hal Maggiore Photography	General Supplies	\$85.00
75593	hand2mind Inc	General Supplies	\$157.46
75594	Head Start Family Dev Program	Professional Services	\$24,962.99

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75595	Heath McClellan	Mileage Paid to Staff	\$6.72
75596	Innerface Architectural Signage Inc	Technical Services	\$1,222.69
75597	Intermountain Lock & Supply Co	General Supplies	\$417.17
75598	Interstate All Battery Center	General Supplies	\$695.34
75599	Jacqueline C Proctor	General Supplies	\$112.60
75600	Jenny Lynn Rother	Mileage Paid to Staff	\$46.09
75601	Jerome Dubas	General Supplies	\$162.86
75602	Jerrys Sheet Metal	General Supplies	\$160.00
75603	John Schultz	Mileage Paid to Staff	\$39.81
75604	Johnathan Boyd	Mileage Paid to Staff	\$73.80
75605	Johnson Hardware	Equipment	\$4,652.00
75606	Jolyne Zigler	General Supplies	\$33.62
75607	Jones & Bartlett Learning LLC	Books & Periodicals	\$3,442.31
75608	Joni Mayfield	Mileage Paid to Staff	\$44.63
75609	JP Boiler Service LLC	General Supplies	\$3,434.00
75610	Judith Grimes	Mileage Paid to Staff	\$23.80
75611	Judy Weinrich	Employee Training and Development Services	\$25.00
75612	JW Pepper Son Inc	General Supplies	\$477.24
75613	Karisa Dubbs	Employee Training and Development Services	\$40.00
75614	Karma L Lewandowski	Mileage Paid to Staff	\$11.76
75615	Karmyn R Barnes	Mileage Paid to Staff	\$18.48
75616	Kelly Coslet	General Supplies	\$13.00
75617	Kelly Supply Co	General Supplies	\$139.11
75618	Kelly Zeckser	General Supplies	\$34.80
75619	Kevin Watson	Mileage Paid to Staff	\$24.15
75620	Kidwell Inc	Equipment	\$4,000.00
75621	Kimberly Foley	Mileage Paid to Staff	\$21.44
75622	Kimberly J Schlachter	Mileage Paid to Staff	\$7.68
75623	Kristin Watson	Mileage Paid to Staff	\$12.26
75624	Kristina Hirschman	Mileage Paid to Staff	\$82.68
75625	Lakeshore Learning Materials	General Supplies	\$189.64
75626	LCL Truck Equipment Inc	General Supplies	\$6,151.65
75627	Lightspeed Technologies Inc	Audio-Visual Materials	\$6,221.00
75628	Lous Sporting Goods	Miscellaneous Expenditures	\$484.42
75629	Lynn Bender	Mileage Paid to Staff	\$16.18
75630	Madison Tibbetts	Mileage Paid to Staff	\$22.68
75631	Marcy R Krolikowski	Mileage Paid to Staff	\$5.60
75632	Margaret McManaman	Employee Training and Development Services	\$58.00
75633	Marilyn Berven	General Supplies	\$13.19
75634	Marks Plumbing Parts	General Supplies	\$65.94
75635	Marla Rischling	Mileage Paid to Staff	\$53.43
75636	Marty Markvicka	Mileage Paid to Staff	\$19.36
75637	Mary Catherine Cairns	Mileage Paid to Staff	\$7.84
75638	Matheson Tri Gas Inc	General Supplies	\$1,538.14
75639	Matt Friend Truck Equipment	General Supplies	\$696.75
75640	McGraw-Hill School Education	General Supplies	\$2,028.66
75641	Mechanical Sales Inc	General Supplies	\$113.95
75642	Melanie Bruns	Mileage Paid to Staff	\$169.63
75643	Meredith Davis	Mileage Paid to Staff	\$8.06
75644	Midwest Alarm Services	Technical Services	\$1,250.00
75645	Midwest Floor Specialist	Technical Services	\$4,470.00
75646	NAF	Web Based Software	\$2,000.00
75647	NAPA Auto Parts of Grand Island	General Supplies	\$294.85
75648	Natalie Harden	General Supplies	\$144.34
75649	Nebraska Association Of School Boards	Employee Training and Development Services	\$55.00
75650	Nebraska Fire Sprinkler Corp	Technical Services	\$697.00
75651	Nebraska Truck Center Inc	Repairs and Maintenance Services	\$3,193.55
75652	Networkfleet Inc.	Repairs and Maintenance Services	\$1,957.38
75653	Nikole Kasperbauer	General Supplies	\$9.86
75654	No Tears Learning Inc	General Supplies	\$524.70
75655	O Keefe Elevator Co Inc	Technical Services	\$1,588.84
75656	Obermiller Seamless Gutters	Construction Services	\$20,064.00

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
75657	Oticon Inc	General Supplies	\$45.00
75658	Overhead Door Of Grand Island	Technical Services	\$128.23
75659	Panchita Portillo	Mileage Paid to Staff	\$5.82
75660	Paper Tiger Shredding Inc	Refuse Disposal	\$255.00
75661	Pearson Clinical Assessment	General Supplies	\$251.24
75662	Peter G Kok	General Supplies	\$102.07
75663	Policy Studies Associates Inc	Professional Education Services	\$18,333.34
75664	Precision Exams LLC	Web Based Software	\$6,950.00
75665	Pro-Ed	Books & Periodicals	\$4,316.40
75666	Protex Central Inc	Technical Services	\$462.80
75667	Quentin Zeller	Mileage Paid to Staff	\$73.47
75668	R8 Productions LLC	Professional Services	\$500.00
75669	Rachel Schiley	Mileage Paid to Staff	\$5.99
75670	Really Good Stuff Inc	General Supplies	\$939.68
75671	Reams Sprinkler Supply Co	General Supplies	\$1,544.00
75672	Riverside Technologies Inc	Audio-Visual Materials	\$183.00
75673	Ronald G Hester	Mileage Paid to Staff	\$45.92
75674	Rosemary Gomez	Mileage Paid to Staff	\$13.75
75675	Safety-Kleen Corporation	Technical Services	\$189.34
75676	Saffron Buettner	Technical Services	\$350.10
75677	Sapp Bros Petroleum Inc	General Supplies	\$19.90
75678	Sarah K Henry	Mileage Paid to Staff	\$8.06
75679	School Specialty Inc	General Supplies	\$2,485.20
75680	Scott Walker	Fuel	\$35.11
75681	SectorNow LLC	Audio-Visual Materials	\$1,445.00
75682	Shalee Lindsey	Mileage Paid to Staff	\$11.60
75683	Shar Products Company	General Supplies	\$273.87
75684	Sheffield Tree Service	Technical Services	\$6,220.00
75685	Sherril Tolen	Employee Training and Development Services	\$16.80
75686	Sherwin Williams Company	General Supplies	\$296.71
75687	Stacie Faber	Mileage Paid to Staff	\$9.12
75688	T C Ceilings Inc	General Supplies	\$1,890.48
75689	Tally Creative Inc	Professional Services	\$7,115.00
75690	Tammi K Garrels	Mileage Paid to Staff	\$10.13
75691	Teacher Direct	General Supplies	\$31.16
75692	Teacher Synergy LLC	General Supplies	\$7.70
75693	Terjak Construction Inc	Technical Services	\$1,653.30
75694	The Home Depot Pro	Custodial Supply Warehouse	\$21,113.56
75695	The Prophet Corporation	General Supplies	\$65.40
75696	Titan Machinery Inc	General Supplies	\$189.45
75697	Tom Dinsdale Chevrolet Cadillac	Repairs and Maintenance Services	\$1,747.60
75698	Tonya Papineau	Mileage Paid to Staff	\$7.72
75699	Toofast Supply	General Supplies	\$1,375.59
75700	Travas G Wright	Mileage Paid to Staff	\$30.80
75701	UniFirst Corporation	Technical Services	\$1,484.29
75702	Veritiv Operating Company	Instructional Materials Warehouse	\$1,076.24
75703	Vex Robotics Inc	General Supplies	\$1,980.23
75704	Voyager Sopris Learning Inc	Books & Periodicals	\$1,041.95
75705	William Thompson	Fuel	\$34.82
75706	Winsupply of Grand Island	General Supplies	\$1,998.72
75707	Wolverine Brass	General Supplies	\$627.90
75708	Woodwards Disposal Service Inc	Refuse Disposal	\$235.00
75709	World Book Encyclopedia School Library	Web Based Software	\$5,429.26
75710	Yandas Music	General Supplies	\$1,239.20
1/13	Pan-O-Gold Baking Co	Bread	\$681.12
2/13	DAS State Accounting - Central Finance	Distance Education and Telecommunications	\$232.49
3/13	Quill Corporation	General Supplies	\$54.00
4/13	Office Depot	General Supplies	\$9.08
5/13	Office Depot	General Supplies	\$39.96
6/13	One Source	Technical Services	\$580.00
7/13	Really Great Reading Company LLC	General Supplies	\$356.16
8/13	Century Link	Distance Education and Telecommunications	\$615.75

Grand Island Public Schools

Claims Listing

February 11, 2021

<u>Reference No</u>	<u>Payee</u>	<u>Description</u>	<u>Amount</u>
9/13	Century Link	Distance Education and Telecommunications	\$414.78
10/13	ModularHose.com	General Supplies	\$48.64
11/13	Safety-Kleen Corporation	Employee Training and Development Services	\$301.79
12/13	Lous Sporting Goods	General Supplies	\$1,375.00
13/13	Scholastic Inc.	Books & Periodicals	\$399.25
ACH	Ombudsman Educational Services, LTD	Professional Education Services	\$155,417.50
ACH	Holiday Express	Student Transportation	\$157,233.04
ACH	Holiday Express	Student Transportation Services	\$126,046.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$20,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$10,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$1,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$8,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$4,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$2,000.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$1,250.00
ACH	Grand Island Public Schools Activity Fun	Fund Transfers to Activities Fund	\$5,000.00
ACH	Wells Fargo Equipment Finance Inc	Technical Services	\$8,781.03
ACH	Kingery Construction	Buildings	\$72,674.09
ACH	Holiday Express	Student Transportation Services	\$126,046.00
		January Claims	\$1,690,587.48
		January 15, 2021 Payroll	\$8,026,389.87
			<u>\$9,716,977.35</u>

Kneale Administration Building



January 29, 2021

RE: Proposals Received for White Copy Paper (2,520 cs.)

ESTIMATE:

\$25.00 per case

BUDGET:

Warehouse Supplies

PROPOSALS GIVEN TO:

Veritiv Quill
Contract Paper Group

PROPOSALS RECEIVED:

Supplier	Brand Name	Cost per Case	Total Cost
Contract Paper Group	Multi Xero	\$23.18	\$58,413.60
Contract Paper Group	Natural Choice (Recycled)	\$22.37	\$56,372.40
Veritiv	Natural Choice	\$23.72	\$59,774.40
Quill	Quill Brand	\$27.79	\$75,398.40

RECOMMENDATION:

It is recommended to purchase the Natural Choice (Recycled) paper from Contract Paper Group at a cost of \$22.37 per case or a total cost of \$56,372.40. This is under the estimated cost and also less than last year's cost of \$23.98 per case. This purchase will be funded through the General Fund Warehouse Supplies budget.

Dan O. Petsch
Director of Buildings and Grounds

Dan O. Petsch
Director of Buildings & Grounds
123 South Webb Road
P.O. Box 4904
Grand Island, NE 68802-4904

Phone: (308) 385-5900 x 1101
Fax: (308) 385-5568
Email: dpetsch@gips.org
Web: www.gips.org

**GRAND ISLAND PUBLIC SCHOOLS
Grand Island, Nebraska**

**STAFF ADJUSTMENT
February 11, 2021**

Certified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>Effective</u>	<u>Degree/ Level</u>	<u>College/ University</u>	<u>Replaces/ Reason</u>
Demi Arres	Skills Academy Middle	01/04/21	BA-02	UNK	M. Pittman's unfilled position

New Hire/Extra Standard Assignment

<u>Name</u>	<u>Extra-Standard Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
NONE			

Classified New Hires

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Julia Diaz De Leon	Nutrition Services Assistant/CNC	.50	01/21/21	Y. Juarez
Jessica Fitch	Special Education Parareducator/Wasmer	.94	01/11/21	A. Gaitan
Diana Guerrero	ELL Paraeducator/Dodge	.38	01/21/21	P. Ortega Madrid
Nancy Gutierrez -Garcia	Special Education Paraeducator/Engleman	.94	01/13/21	K. Horne
Audrey Hake	Skills Academy Paraprofessional/Westridge	.94	01/14/21	P. Corr
Tristen Hemmer Hinrichsen	Skills Academy Paraprofessional/Westridge	.94	01/18/21	R. Brewer

Classified New Hires (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>FTE</u>	<u>Starting Date</u>	<u>Replaces/Reason</u>
Jacque Henderson	Paraeducator/Wasmer Noon Monitor/Wasmer	.69 .19	01/05/21	K. DeWitt
Kylie Horne	Special Education Paraeducator/Engleman	.94	01/05/21	J. Sanchez
Deven Martellini	Technology Assistant/Wasmer	1.0	01/05/21	M. Wyatt
Stephanie Massing	Special Education Behavior Support Paraprofessional/Various Locations	1.0	01/05/21	T. Belleci
Carole Mathews	Crossing Guard/Shoemaker	.31	01/14/21	K. Andreasen
Heather Medrano	Special Education Paraeducator/Howard	.94	01/20/21	J. Nichols
Steven Schwieger	Campus Monitor/Senior	1.0	01/07/21	G. Chavez
Megan Smallwood	Paraeducator/Westridge	.94	02/01/21	M. Wyatt
Kaylee Tagel	Special Education Paraeducator/CBI/Walnut	.94	02/01/21	S. Alejandro Sanchez

Certified Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Brin Brauer	Special Education Resource/1.0 FTE/Wasmer	Relocation	05/25/21
Lisa Cunningham	Special Education Resource/1.0 FTE/Jefferson	Retirement	05/25/21
Charles De Witt	Mathematics/.50 FTE/Science/.50 FTE/Walnut	Retirement	05/25/21

Certified Resignations (cont.)

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
Elizabeth Geist	Instructional Coach/1.0 FTE/Walnut	Retirement	05/25/21
Chelsey Liess	Physical Education/1.0 FTE/Walnut	New position	05/25/21
Lynn Plucknett	English Language Arts/1.0 FTE/Barr	Personal	05/25/21
Jordan Ragland	English Language Arts/1.0 FTE/Walnut	Relocation	05/25/21
Colette Sorensen	Third Grade/1.0 FTE/Shoemaker	Retirement	05/25/21
Wayne Stelk	Chief of Human Capital Management/1.0 FTE/ Admin. Bldg.	Retirement	08/15/21
Robin Veggeberg	Science/1.0 FTE/Senior	Relocation	05/25/21

Certified Extra Standard Resignations

<u>Name</u>	<u>Assignment/Building</u>	<u>Reason</u>	<u>Effective</u>
NONE			

Classified Resignations

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
Heidi Baldwin	Special Education Paraprofessional/ISP/.94 FTE/ Walnut	Personal	01/15/21

Classified Resignations (cont.)

<u>Name</u>	<u>Assignment/FTE/Building</u>	<u>Reason</u>	<u>Effective</u>
James DePaolo	Nutrition Services Assistant/.50 FTE/Walnut/.25 FTE/Howard	Personal	02/05/21
Larry Fox	Assistant Custodian/1.0 FTE/Senior	New position	01/15/21
Gerianne Headrick	Nutrition Services Assistant Manager/1.0 FTE/CNC	New position	02/05/21
Kylie Horne	Special Education Paraeducator/.94 FTE/Engleman	Personal	01/07/21
Ariano Interiano	Crossing Guard/.31 FTE/Westridge	New position	01/22/21
Mary Macias	Nutrition Services Assistant/.50 FTE/Walnut	Personal	01/15/21
Jasmine Sanchez	Special Education Paraeducator/.94 FTE/Engleman	Personal	12/11/20
Rita Schleicher	Skills Academy Secretary/.94 FTE/Westridge	New position	01/29/21
Stephen Warnke	Assistant Custodian/.50 FTE/Seedling Mile	Personal	01/07/21

Certified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Megan Richardson	Health/1.0 FTE/Walnut	Physical Education/1.0 FTE/Walnut	08/05/21	C. Liess
Johanna Vance	Kindergarten/1.0 FTE/Newell	Second Grade/1.0 FTE/Newell	08/06/20	Change in assignment

Classified Changes

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
Julissa Aranda	Paraeducator/.25 FTE/Noon Monitor/.06 FTE/Lincoln	Paraeducator/.56 FTE/Noon Monitor/.06 FTE/Lincoln	01/20/21	Part of M. Valdez's FTE
Connie Bolte	Satellite Clerk/.50 FTE/ Knickrehm	Satellite Clerk/.81 FTE/ Knickrehm	12/15/20	Change in hours
Diane DeLeon	Head Food Server/.88 FTE/ Starr	Nutrition Services Assistant/ .88 FTE/Starr	01/05/21	Change in assignment
James DePaolo	Nutrition Services Assistant/ .50 FTE/Walnut/.19 FTE/ Howard	Nutrition Services Assistant/ .50 FTE/Walnut/.25 FTE/ Howard	01/05/21	Part of J. Heidelk's FTE
Jessica Heidelk	Head Food Server/.25 FTE/ Howard/Food Server/ .47 FTE/Newell	Food Server/.44 FTE/Newell/ .19 FTE/Howard	01/05/21	Part of J. DePaolo's FTE
Paulina Ortega Madrid	ELL Paraeducator/.94 FTE/ Dodge	ELL Paraeducator/.56 FTE/ Dodge	01/04/21	Employee request
Maria Saldivar	Head Food Server/.88 FTE/ Dodge	Nutrition Services Assistant/ .88 FTE/Dodge	01/05/21	Change in assignment
Aaron Theis	Skills Academy Paraprofessional/.94 FTE/ Westridge	Skills Academy Paraprofessional/.94 FTE/ Dodge	01/18/21	K. Hannon

Certified Changes/Extra Standard Assignments

<u>Name</u>	<u>Former Assignment</u>	<u>New Assignment</u>	<u>Effective</u>	<u>Replaces/Reason</u>
NONE				

The Superintendent recommends adoption of the Staff Adjustment on the consent agenda

Grand Island Public Schools

Fund Balances

Fiscal Year: 2020-2021

Month: February

Year: 2021

Fund Type:

Include Cash Balance

FY End Report

<u>Fund</u>	<u>Description</u>	<u>Beginning Balance</u>	<u>Revenue</u>	<u>Expense</u>	<u>Transfers</u>	<u>Fund Balance</u>
01	General	\$26,130,902.55	\$39,860,401.34	(\$49,393,685.06)	\$0.00	\$16,597,618.83
02	Depreciation	\$1,467,189.42	\$0.00	(\$1,038,572.44)	\$0.00	\$428,616.98
03	Employee Benefit	\$3,109,831.94	\$7,742.78	(\$8,154.51)	\$0.00	\$3,109,420.21
04	Contingency	\$1,056,207.38	\$11,626.56	\$0.00	\$0.00	\$1,067,833.94
05	Activities	\$2,090,257.79	\$677,615.12	(\$695,392.93)	\$0.00	\$2,072,479.98
06	School Nutrition	\$1,105,134.25	\$2,665,832.72	(\$2,570,365.27)	\$0.00	\$1,200,601.70
07	Bond	\$7,134,429.57	\$2,610,580.24	(\$4,913,547.44)	\$0.00	\$4,831,462.37
08	Special Building	\$4,679,204.68	\$117,601.57	(\$2,499,673.82)	\$0.00	\$2,297,132.43
09	Qualified Capitol Purpose Undertaking	\$849,021.27	\$1,729,708.76	(\$1,933,212.79)	\$0.00	\$645,517.24
10	Cooperative	\$807,128.39	\$0.00	\$0.00	\$0.00	\$807,128.39
Grand Total:		\$48,429,307.24	\$47,681,109.09	(\$63,052,604.26)	\$0.00	\$33,057,812.07

End of Report

4415 DEBT MANAGEMENT

PURPOSE

This Debt Policy sets forth a comprehensive guideline for the financing of capital expenditures by Grand Island Public Schools (District). The primary objectives of the policy are as follows;

- (1) Establishing debt issuance practices for obtaining financing when needed
- (2) Setting an efficient process for identifying the timing for and amount of debt or other financing
- (3) Obtaining optimal interest rates, controlling other issuance costs and reducing risk where possible
- (4) Conforming to all applicable state and federal laws and contractual obligations

USE OF DEBT FINANCING

Debt financing, to include general obligation bonds, certificates of participation, lease/purchase agreements, and other obligations permitted to be issued or incurred by school districts under Nebraska law, shall be used only to: purchase equipment, acquire real property, construct facility additions or renovations, or other similar improvements. The useful life of the asset or project shall exceed the maximum average life of any debt the District incurs in order to acquire the asset or project.

RESPONSIBILITY

The primary responsibility for developing financing recommendations rests with the Chief Financial Officer (CFO). No less than annually, the CFO, or designee, shall prepare for the Facilities and Finance Committee (or full Board of Education) a written report on the status of Capital Improvements Program (CIP) financing. The report shall include a projection of near-term financing needs compared with available resources, an analysis of the impact of contemplated financings on the Long-Range Financial Plan and the CIP, and financing recommendations. In developing financing recommendations, the CFO, or designee, shall consider the following:

- (1) The expected spend time of bond or other proceeds, and any related carrying cost
- (2) Options for interim financing, including near-term and interfund borrowing, taking into consideration federal tax reimbursement regulations
- (3) Trends in interest rates
- (4) Other factors as may be appropriate

INVOLVEMENT OF ADVISORS

The District recognizes the importance of engaging legal counsel and possibly other professionals in connection with complex financial matters. Accordingly, the District will engage counsel to represent the District in connection with most financings in order for the District to have proper representation.

Bond Counsel

Bond Counsel shall be selected by the District and engaged to represent the District, and shall be nationally recognized in matters of Nebraska municipal law and federal tax-exempt law. Bond Counsel will issue an opinion as to the validity and tax-exempt status of interest on all obligations issued as tax- exempt indebtedness. In coordination with the CFO, Bond Counsel will be responsible for preparing the Board resolution authorizing issuance of obligations; drafting any bond purchase agreement, installment contract or other operative instrument; drafting all of the documents required at closing; and providing other services as determined by the CFO. In addition, the CFO, or designee, may seek the advice of Bond Counsel on other types of financings and from time to time on any other questions involving state law or federal tax law or regulations.

Disclosure Counsel

The District may engage Disclosure Counsel to assist the District with preparation of the Official Statement (as described below). Disclosure Counsel shall be nationally recognized in matters of federal municipal securities law. In coordination with the CFO, Disclosure Counsel will assist the District with drafting the Official Statement and coordinate disclosure due diligence matters.

GRAND ISLAND PUBLIC SCHOOLS

The CFO, or designee, also may seek the advice of Disclosure Counsel from time to time on questions involving federal securities matters.

Financial Advisor

The District may engage a Financial Advisor if determined appropriate. The Financial Advisor will advise the District on the structuring of obligations to be issued, inform the District of various options, advise the District as to how certain choices will impact the marketability of the District's obligations, and provide the District other services as determined by the Board of Education (Board). The District's Financial Advisor shall meet the definition of a "municipal advisor" within the meaning of federal securities laws and shall accordingly owe the District a fiduciary duty.

SHORT-TERM DEBT

General

Short-term obligations may be issued to finance projects or portions of projects for which the District ultimately intends to issue long-term debt; i.e., it will be used to provide interim financing that eventually will be refunded with the proceeds of long-term obligations. Short-term obligations may be supported by a tax pledge, or a pledge of other available funds of the District as in each case may be permitted by Nebraska law.

Interim

Interim financing may be appropriate when long-term interest rates are expected to decline in the future. In addition, some forms of short-term obligations can be obtained more quickly than long-term obligations and, thus, can be used in emergencies until long-term financing can be obtained. In some cases when the amount of financing required in the immediate future is relatively small, it may be more cost-effective for the District to issue a small amount of short-term obligations to provide for its immediate needs than to issue a larger amount of long-term obligations to provide financing for both immediate and future needs when the carrying costs of issuing obligations that are not immediately needed are taken into account.

Cash Flow Borrowing

The District may incur short-term obligations if tax revenues are expected to result in a period where the District will experience a negative cash position in one or more of its funds. If possible, the conditions which necessitate any such borrowing should be corrected in order to avoid any such cash flow borrowings in the future.

LONG-TERM DEBT

General

Long-term obligations will not be used for operating purposes, and the life of the obligations will not exceed the useful life of the projects financed. Debt service structure will approximate level annual debt service unless it is determined appropriate by the Board to otherwise structure the amortization to fit with the amortization of other obligations outstanding or expected to be incurred. The District will strive to limit its annual issuance of long-term tax-exempt obligations to \$10 million to take advantage of federal tax rules for bank-qualified debt. Should subsequent changes in federal tax law increase applicable bank-qualified limits, the District's policies will be adjusted accordingly.

The cost of taxable bonds is typically higher than for tax-exempt bonds. However, the issuance of taxable debt is necessary in certain instances that would allow the District valuable flexibility related to the use of a financed facility or covenant structures. Therefore, the District will typically issue tax-exempt obligations but may issue taxable obligations.

Bonds

Long-term general obligation bonds may be issued to finance significant capital improvements for purposes set forth by the Board when authorized by voters in a properly called election or as otherwise permitted under Nebraska law. Bonds will have a maximum average life of the lesser

GRAND ISLAND PUBLIC SCHOOLS

of (a) the average useful life of the facility being financed and (b) 25 years. Outstanding general obligation bonds of the District shall never exceed in the aggregate 5 percent of the assessed valuation of all taxable property in the District.

Call provisions for bond issues shall be made as short as possible, consistent with the lowest interest cost to the District, and as may be required by Nebraska law. When feasible, all bonds shall be callable at par.

Method of Sale

Debt obligations may be issued by either negotiated sale, competitive sale or privately placed directly with a purchaser. From time to time and at the sole direction of the District, but prior to issuing debt, the District will select an underwriter via a due diligence process to be utilized for negotiated sales. The District and the Financial Advisor, if applicable, will participate together in the selection of the underwriter. If the District determines to utilize a competitive sale process, the sale will be structured to ensure the most favorable bid for the District, upon the advice of the Financial Advisor, taking into account market conditions and other prevailing factors.

Sale Parameters

Parameters to be examined in connection with any bond issue may include the following:

- Limits between lowest and highest coupons
- Coupon requirements relative to the yield curve
- Method of underwriter compensation
- Use of true interest cost (TIC) versus net interest cost (NIC)
- Use of bond insurance or other credit enhancement vs. a standalone individual bond rating
- Permissible amount of original issue discount or premium
- Call provisions

REFUNDING

The District shall consider refunding debt whenever an analysis indicates the potential for minimum net present value savings of approximately 4 percent of the principal being refunded or at least \$750,000. The District will not refund less than 5 percent of its outstanding debt at one time except in unusual circumstances, such as when it intends to change bond covenants or for other favorable business objectives.

CAPITAL LEASING

Capital leasing or lease/purchase agreements may be used for the acquisition of a capital asset with a cost of less than \$2,000,000.

Whenever a lease is arranged with a private entity, a tax-exempt interest rate shall be sought. When a lease is arranged with a government or other tax-exempt entity, the interest rate should be taxable and the obligation should likewise not be subject to federal tax-exempt bond rules or regulations.

The lease agreement shall permit the District to refinance the lease at no more than reasonable cost should the District decide to do so. In assessing a lease arrangement, the District will consider call and acceleration provisions to achieve the most favorable approach.

Since the market for lease financings is relatively inefficient, the interest rates available at any one time may vary widely. Therefore, the District shall seek competitive proposals for any major lease financing. The net present value of competitive bids shall be compared, taking into account whether payments are in advance or in arrears and the frequency of payments. In addition, the District will consider the cost of lease financings compared with other financing potentials. If possible and cost-effective, the purchase price of equipment shall be bid competitively and separately from the financing cost.

The District's Bond Counsel shall be engaged to review any leasing arrangement proposed to be structured as tax-exempt, and may be engaged to review taxable leasing arrangements if determined

appropriate by the CFO. The District may consider issuing certificates of participation to finance large projects.

OTHER TYPES OF FINANCINGS

From time to time, other types of financings may become available, such as debt pools with other entities and low-interest loans from state agencies. The CFO, or designee, will prepare a written analysis of such options. This report will include consideration of the legal advice of the District's Bond Counsel and, if applicable, the advice of the District's Financial Advisor.

OFFICIAL STATEMENT

An Official Statement is the disclosure document prepared by the District for an offering of municipal securities in the aggregate amount of \$1 million or more. It is used by the underwriter to market the District's bonds, and typically describes the District, the financing plan, certain tax matters, and the security for the bonds or other obligations being offered pursuant to the Official Statement.

Responsibility

The preparation of the Official Statement is the responsibility of the District, but completion of the Official Statement will be managed by the CFO, with input from departments and divisions throughout the District as determined appropriate. The District's counsel, Financial Advisor, or underwriter may provide additions or suggest changes to the District's Official Statement. The District will participate in due diligence sessions with underwriters and counsel, and may consult with Disclosure Counsel on matters that may require disclosure in an Official Statement.

Timing

The CFO, or designee, will begin assembling the information needed to update the Official Statement as soon as reasonably practical when a bond issue is contemplated. If Disclosure Counsel is engaged, Disclosure Counsel will coordinate the preparation of the Official Statement with the financing team.

Auditor's Involvement

The District may include but is not required to include a review of its Official Statement in the contract for services with its independent external auditor. No consent of the independent external auditor shall be required for inclusion of the District's audited financial statements in an Official Statement.

RATINGS

The District's goal is to establish and maintain a respectable bond rating. Accordingly, prudent financial management policies will be adhered to in all areas. Full disclosure of operations shall be made to the bond rating agencies. The District staff, with the assistance of the Financial Advisor and underwriter and others, will prepare the necessary materials for a presentation to the rating agencies. If requested by the District, Disclosure Counsel may review rating agency presentations for consistency with the Official Statement.

The District shall maintain lines of communication with the rating agencies (Standard and Poor's, Moody's, et al.) informing them of major financial events in the District as they occur. The AFR shall be distributed to the rating agencies after it has been accepted by the Board.

For bond issues that are expected to be rated, the rating agency or rating agencies will be notified that a debt issue is being prepared. After the initial contact, a formal ratings application will be prepared and, along with any other requested documentation, sent to the rating agency. This application and related documentation should be sent as soon as possible within the expected financing timeline to permit the rating agencies sufficient time to perform their review.

A meeting or call with representatives of the rating agencies will be scheduled as needed upon the recommendations of the Financial Advisor or as determined by the CFO.

CREDIT ENHANCEMENTS

Credit enhancements are mechanisms that guarantee or support principal and interest payments. They include bond insurance or a letter of credit. A credit enhancement, while costly, may bring a lower interest rate on debt and a higher rating from the rating agencies, thus lowering overall borrowing costs.

During debt issuance planning, the Financial Advisor or the underwriter, as applicable, will advise the District whether a credit enhancement is cost effective under the circumstances. In a negotiated sale and if determined appropriate by the CFO, bids for credit enhancement will be taken during the period prior to the pricing date. In a competitive sale, bond insurance may be provided by the purchaser if the issue qualifies for bond insurance.

CONTINUING DISCLOSURE

The District is committed to compliance with its continuing disclosure undertakings. The District's continuing disclosure obligations require annual provision of certain financial information and operating data to the Municipal Securities Rulemaking Board's EMMA website, and filing of event notices for certain enumerated events within 10 business days after their occurrence. The CFO is the "Compliance Officer" for purposes of continuing disclosure compliance. At the direction of the CFO, the District may engage external counsel or another organization to assist with its annual filing obligations, or to assist from time to time with any event notices that may need to be filed.

TAX COMPLIANCE

It is the District's policy to minimize the cost of arbitrage rebate and yield restriction while strictly complying with the federal tax laws and regulations.

General

Federal tax laws and regulations are intended to discourage municipal entities such as the District from issuing tax-exempt obligations unnecessarily or too early. In compliance with the spirit of federal tax laws and regulations, the District will not issue obligations except for identifiable projects with very good prospects of timely initiation.

Responsibility

Because of the complexity of federal tax laws and regulations and the severity of noncompliance penalties, the advice of Bond Counsel or other qualified experts will be sought when questions about tax compliance arise. The CFO shall be responsible for promoting compliance with the District's ongoing tax covenants and obligations, as set forth in the District's tax compliance policy adopted August 9, 2012 and attached hereto as Exhibit A.

Internal Interim Financing; Reimbursement

In order to defer the issuance of obligations and reduce interest cost, when sufficient nonrestricted reserve funds are on hand, consideration shall be given to appropriating funds to provide interim financing for large construction contracts or parts of contracts. When the appropriations are subsequently refinanced with the proceeds of obligations or other resources, the nonrestricted reserve funds shall be repaid. When expenditures are reimbursed from the proceeds of tax-exempt bonds, applicable state law and Internal Revenue Service rules on reimbursement will be complied with so that the reimbursements may be considered permissible expenditures for federal tax purposes. In such connection, the District may ask Bond Counsel to prepare a resolution of the Board declaring its intent to reimburse itself from tax-exempt bond proceeds for expenditures made.

MODIFICATION TO POLICY

This policy and its provisions will be reviewed annually by the Board of Education Facilities and Finance Committee.

The Committee may approve minor changes of a housekeeping or corrective nature, or on advice of counsel, that conflict with federal or state laws or regulations. Significant policy changes will be presented to the Board for confirmation.

GRAND ISLAND PUBLIC SCHOOLS

Legal Review – February 26, 2019
BOE Facilities and Finance Committee Review – February 26,
2019 Board Adoption – March 7, 2019

Policy Adopted: ???.???.??

Exhibit A

Tax-exempt bond compliance
procedure

**HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)**

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

Dated as of _____, 2019

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

TABLE OF CONTENTS

	Page
ARTICLE I	
DEFINITIONS	
Section 1.1. Definitions	1
ARTICLE II	
PURPOSE AND SCOPE	
Section 2.1. Purpose of Compliance Procedure	3
Section 2.2. Scope of Compliance Procedure; Conflicts	3
Section 2.3. Amendments and Publication of Compliance Procedure	3
ARTICLE III	
BOND COMPLIANCE OFFICER; TRAINING	
Section 3.1. Bond Compliance Officer Duties	4
Section 3.2. Training	4
ARTICLE IV	
TAX-EXEMPT BONDS CURRENTLY OUTSTANDING	
Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures	4
Section 4.2. Tax-Exempt Bond File.....	4
Section 4.3. Annual Compliance Checklists	4
Section 4.4. Correcting Prior Deficiencies in Compliance.....	4
ARTICLE V	
COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES	
Section 5.1. Application	5
Section 5.2. Prior to Issuance of Tax-Exempt Bonds	5
Section 5.3. Accounting and Recordkeeping.....	6
Section 5.4. Final Allocation of Bond Proceeds.....	6
ARTICLE VI	
ONGOING MONITORING PROCEDURES	
Section 6.1. Annual Compliance Checklist.....	7
Section 6.2. Arbitrage and Rebate Compliance.....	7

Exhibit A – List of Tax-Exempt Bonds Covered by this Compliance Procedure

* * *

TAX-EXEMPT FINANCING COMPLIANCE PROCEDURE

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. Capitalized words and terms used in this Compliance Procedure have the following meanings:

“Annual Compliance Checklist” means a questionnaire and/or checklist described in **Section 6.1** hereof that is completed each year for the Tax-Exempt Bonds.

“Bond Compliance Officer” means the Issuer’s Chief Financial Officer or, if the position of Chief Financial Officer is vacant, the person filling the responsibilities of the Chief Financial Officer for the Issuer.

“Bond Counsel” means a law firm selected by the Issuer to provide a legal opinion regarding the tax status of interest on the Tax-Exempt Bonds as of the issue date or the law firm selected to advise the Issuer on matters referenced in this Compliance Procedure.

“Bond Restricted Funds” means the funds, accounts, and investments that are subject to arbitrage rebate and/or yield restriction rules that have been identified in the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Bond Transcript” means the “transcript of proceedings” or other similarly titled set of transaction documents assembled by Bond Counsel following the issuance of the Tax-Exempt Bonds.

“Code” means the Internal Revenue Code of 1986, as amended.

“Compliance Procedure” means this Tax-Exempt Financing Compliance Procedure.

“Cost” or “Costs” means all costs and expenses paid for the acquisition, design, construction, equipping or improvement of a Project Facility or costs of issuing Tax-Exempt Bonds for a Project Facility.

“Final Written Allocation” means the Final Written Allocation of Tax-Exempt Bond proceeds prepared pursuant to **Section 5.4** of this Compliance Procedure.

“Financed Assets” means that part of a Project Facility treated as financed with Tax-Exempt Bond proceeds as reflected in a Final Written Allocation or, if no Final Written Allocation was prepared, the accounting records of the Issuer and the Tax Compliance Agreement for the Tax-Exempt Bonds.

“Governing Body” means the Board of Education of the Issuer.

“Intent Resolution” means a resolution of the Issuer stating (1) the intent of the Issuer to finance all or a portion of the Project Facility, (2) the expected maximum size of the financing and (3) the intent of the Issuer to reimburse Costs of the Project Facility paid by the Issuer from proceeds of the

Tax-Exempt Bonds.

“**IRS**” means the Internal Revenue Service.

“**Issuer**” means the Hall County School District 0002 (Grand Island Public Schools).

“**Placed In Service**” means that date (as determined by the Bond Compliance Officer) when the Project Facility is substantially complete and in operation at substantially its design level.

“**Project Facility**” means all tangible or intangible property financed in whole or in part with Tax-Exempt Bonds that are (1) functionally related or integrated in use, (2) located on the same physical site or proximate sites, and (3) expected to be Placed In Service within a one-year period of each other.

“**Rebate Analyst**” means the rebate analyst for the Tax-Exempt Bonds selected pursuant to the Tax Compliance Agreement.

“**Regulations**” means all regulations issued by the U.S. Treasury Department to implement the provisions of Code §§ 103 and 141 through 150 and applicable to tax-exempt obligations.

“**Tax Compliance Agreement**” means the Federal Tax Certificate, Tax Compliance Agreement, Arbitrage Agreement, or other written certification or agreement of the Issuer setting out representations and covenants for satisfying the post-issuance tax compliance requirements for the Tax-Exempt Bonds.

“**Tax-Exempt Bonds**” means any bond, note, installment sale agreement, lease or certificate intended to be a debt obligation of the Issuer or another political subdivision or government instrumentality, the proceeds of which are to be loaned or otherwise made available to the Issuer, and the interest on which is excludable from gross income for federal income tax purposes. A list of all Tax-Exempt Bonds outstanding and subject to this Compliance Procedure as of _____, 2019, is attached as **Exhibit A**.

“**Tax-Exempt Bond File**” means documents and records which may consist of paper and electronic medium, maintained for the Tax-Exempt Bonds. Each Tax-Exempt Bond File will include the following information if applicable:

- (a) Intent Resolution.
- (b) Bond Transcript.
- (c) Final Written Allocation and/or all available accounting records related to the Project Facility showing expenditures allocated to the proceeds of the Tax-Exempt Bonds and expenditures (if any) allocated to other sources of funds.
- (d) All rebate and yield reduction payment calculations performed by the Rebate Analyst and all investment records provided to the Rebate Analyst for purposes of preparing the calculations.
- (e) Forms 8038-T together with proof of filing and payment of rebate.
- (f) Investment agreement bid documents (unless included in the Bond Transcript) including:
 - (1) bid solicitation, bid responses, certificate of broker;
 - (2) written summary of reasons for deviations from the terms of the

- solicitation that are incorporated into the investment agreement; and
- (3) copies of the investment agreement and any amendments.
 - (g) Any item required to be maintained by the terms of the Tax Compliance Agreement involving the use of the Project Facility or expenditures related to tax compliance for the Tax-Exempt Bonds.
 - (h) Any opinion of Bond Counsel regarding the Tax-Exempt Bonds not included in the Bond Transcript.
 - (i) Amendments, modifications or substitute agreements to any agreement contained in the Bond Transcript.
 - (j) Any correspondence with the IRS relating to the Tax-Exempt Bonds including all correspondence relating to an audit by the IRS of the Tax-Exempt Bonds or any proceedings under the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP).
 - (k) Any available questionnaires or correspondence substantiating the use of the Project Facility in accordance with the terms of the Tax Compliance Agreement for the Tax-Exempt Bonds.
 - (l) For refunding bond issues, the Tax-Exempt Bond File for the refunded Tax-Exempt Bonds.

ARTICLE II

PURPOSE AND SCOPE

Section 2.1. Purpose of Compliance Procedure.

(a) Issuer's Use of Tax-Exempt Bonds. The Issuer uses Tax-Exempt Bonds to fund Costs of a Project Facility. The Issuer understands that in exchange for the right to issue Tax-Exempt Bonds at favorable interest rates and terms, the Code and Regulations impose ongoing requirements related to the proceeds of the Tax-Exempt Bonds and the Project Facility financed by the Tax-Exempt Bonds. These requirements focus on the investment, use and expenditure of proceeds of the Tax-Exempt Bonds and related funds as well as restrictions on the use of the Project Facility.

(b) IRS Recommends Separate Written Procedures. The Issuer recognizes that the IRS has stated that all issuers of Tax-Exempt Bonds should have separate written procedures regarding ongoing compliance with the federal tax requirements for Tax-Exempt Bonds.

Section 2.2. Scope of Compliance Procedure; Conflicts. This Compliance Procedure applies to all Tax-Exempt Bonds currently outstanding and all Tax-Exempt Bonds issued in the future. If the provisions of this Compliance Procedure conflict with a Tax Compliance Agreement or any other specific written instructions of Bond Counsel, the terms of the Tax Compliance Agreement or specific written instructions of Bond Counsel will supersede and govern in lieu of this Compliance Procedure. Any exception to this Compliance Procedure required by Bond Counsel as part of a future issue of Tax-Exempt Bonds will be incorporated in the Tax Compliance Agreement for the future issue. Any requirements imposed on the Issuer in the Tax Compliance Agreement, will be noted by the Bond Compliance Officer and incorporated into the Annual Compliance Checklist.

Section 2.3. Amendments and Publication of Compliance Procedure. This Compliance

Procedure may be amended from time-to-time by the Governing Body. Copies of this Compliance Procedure and any amendments will be included in the permanent records of the Issuer.

ARTICLE III

BOND COMPLIANCE OFFICER; TRAINING

Section 3.1. Bond Compliance Officer Duties. The Bond Compliance Officer is responsible for implementing this Compliance Procedure. The Bond Compliance Officer will work with other employees that use the Project Facility to assist in implementing this Compliance Procedure. The Bond Compliance Officer will consult with Bond Counsel, legal counsel to the Issuer, accountants, tax return preparers and other outside experts to the extent necessary to carry out the purposes of this Compliance Procedure. The Bond Compliance Officer will report to the Governing Body as necessary, and at least annually, regarding implementation of this Compliance Procedure and any recommended changes or amendments to this Compliance Procedure.

Section 3.2. Training. When appropriate, the Bond Compliance Officer and/or other employees of the Issuer under the direction of the Bond Compliance Officer will attend training programs offered by the IRS or other industry professionals regarding tax-exempt financing that are relevant to the Issuer. At the time the individual acting as the Bond Compliance Officer passes the responsibilities for carrying out the provisions of this Compliance Procedure to another individual, the outgoing Bond Compliance Officer is responsible for training the incoming individual acting as Bond Compliance Officer to ensure the Issuer's continued compliance with the provisions of this Compliance Procedure and all Tax Compliance Agreements for any outstanding Tax-Exempt Bonds.

ARTICLE IV

TAX-EXEMPT BONDS CURRENTLY OUTSTANDING

Section 4.1. Tax-Exempt Bonds Covered by Article IV Procedures. This Article IV applies to all Tax-Exempt Bonds issued prior to the date of this Compliance Procedure that are currently outstanding. These Tax-Exempt Bonds are listed on **Exhibit A**.

Section 4.2. Tax-Exempt Bond File. As soon as practical, the Bond Compliance Officer will attempt to assemble as much of the Tax-Exempt Bond File as is available for the Tax-Exempt Bonds listed on **Exhibit A**.

Section 4.3. Annual Compliance Checklists. As soon as practical following the adoption of this Compliance Procedure, the Bond Compliance Officer will work with Bond Counsel and/or legal counsel to the Issuer and cause Annual Compliance Checklists to be completed for all outstanding Tax-Exempt Bonds and will follow the procedures specified in Article VI to complete the Annual Compliance Checklists and thereafter include each completed Annual Compliance Checklist in the Tax-Exempt Bond File.

Section 4.4. Correcting Prior Deficiencies in Compliance. In the event the Bond Compliance Officer determines any deficiency in compliance with a Tax Compliance Agreement for an outstanding

Tax-Exempt Bond listed on **Exhibit A**, the Bond Compliance Officer will follow the procedures described in the Regulations or the Tax-Exempt Bonds Voluntary Closing Agreement Program (VCAP) to remediate the noncompliance. If remediation of the noncompliance requires the Issuer to submit a request under VCAP, the Bond Compliance Officer will undertake this step only after reporting the violation to the Governing Body and obtaining its approval.

ARTICLE V

COMPLIANCE PROCEDURE FOR NEW TAX-EXEMPT BOND ISSUES

Section 5.1. Application. This Article V applies to Tax-Exempt Bonds issued on or after the date of this Compliance Procedure.

Section 5.2. Prior to Issuance of Tax-Exempt Bonds.

(a) Intent Resolution. The Governing Body will authorize and approve the issuance of Tax-Exempt Bonds. Prior to or as a part of the authorizing resolution or ordinance, the Governing Body may adopt an Intent Resolution.

(b) Directions to Bond Counsel. The Bond Compliance Officer will provide a copy of this Compliance Procedure to Bond Counsel with directions for Bond Counsel to structure the documentation and procedural steps taken prior to issuing the Tax-Exempt Bonds so that they conform to the requirements of this Compliance Procedure, except to the extent Bond Counsel determines that different procedures are required. The Bond Compliance Officer will consult with Bond Counsel so that appropriate provisions are made to fund or reimburse the Issuer's costs and expenses incurred to implement this Compliance Procedure.

(c) Tax Compliance Agreement. For each issuance of Tax-Exempt Bonds, a Tax Compliance Agreement will be signed by the Bond Compliance Officer. The Tax Compliance Agreement will (1) describe the Project Facility and the anticipated Financed Assets, (2) identify all Bond Restricted Funds and provide for arbitrage and rebate compliance, (3) for new money financings, require a Final Written Allocation, and (4) contain a form of the Annual Compliance Checklist for the Tax-Exempt Bonds. The Bond Compliance Officer will confer with Bond Counsel and the Issuer's counsel regarding the meaning and scope of each representation and covenant contained in the Tax Compliance Agreement.

(d) Preliminary Cost Allocations. For each issuance of Tax-Exempt Bonds, the Bond Compliance Officer in consultation with Bond Counsel, will prepare a preliminary cost allocation plan for the Project Facility. The preliminary cost allocation plan will identify the assets and expected costs for the Project Facility, and when necessary, will break-out the portions of Costs that are expected to be financed with proceeds of the Tax-Exempt Bonds (the "Financed Assets") and the portions, if any, expected to be financed from other sources.

(e) Tax Review with Bond Counsel. Prior to the sale of Tax-Exempt Bonds, the Bond Compliance Officer and Bond Counsel will review this Compliance Procedure together with the draft Tax Compliance Agreement to ensure that any tax compliance issues in the new financing are adequately addressed by this Compliance Procedure and/or the Tax Compliance Agreement. If Bond Counsel determines that this Compliance Procedure conflicts with the Tax Compliance Agreement, or must be

supplemented to account for special issues or requirements for the Tax-Exempt Bonds, the Bond Compliance Officer will ask Bond Counsel to include the written modifications or additions in the final Tax Compliance Agreement. The Bond Compliance Officer will request Bond Counsel to prepare a form of Annual Compliance Checklist for use in monitoring the ongoing compliance requirements for the Tax-Exempt Bonds.

Section 5.3. Accounting and Recordkeeping.

(a) Accounting for New Money Projects. The Bond Compliance Officer will be responsible for accounting for the investment and allocation of proceeds of the Tax-Exempt Bonds. The Bond Compliance Officer will establish separate accounts or subaccounts to record expenditures for Costs of the Project Facility. Where appropriate, the Bond Compliance Officer may use accounts established as part of the Issuer's financial records for this purpose. In recording Costs for the Project Facility, the Bond Compliance Officer will ensure that the accounting system will include the following information: (1) identity of person or business paid, along with any other available narrative description of the purpose for the payment, (2) date of payment, (3) amount paid, and (4) invoice number or other identifying reference.

(b) Accounting for Refunded Bonds and Related Refunded Bond Accounts. For Tax-Exempt Bonds that are issued to refund prior Tax-Exempt Bonds, the Tax Compliance Agreement will set out special accounting and allocation procedures for the proceeds of the financing, and if necessary proceeds of the refinanced Tax-Exempt Bonds.

(c) Tax-Exempt Bond File. The Bond Compliance Officer will be responsible for assembling and maintaining the Tax-Exempt Bond File.

Section 5.4. Final Allocation of Bond Proceeds.

(a) Preparation of Final Written Allocation; Timing. The Bond Compliance Officer is responsible for making a written allocation of proceeds of Tax-Exempt Bonds to expenditures and identifying the Financed Assets. This process will be memorialized in the Final Written Allocation. For a new money financing, the Bond Compliance Officer will commence this process as of the earliest of (1) the requisition of all Tax-Exempt Bond proceeds from any segregated Tax-Exempt Bond funded account, (2) the date the Project Facility has been substantially completed or (3) four and one-half years following the issue date of the Tax-Exempt Bonds. For Tax-Exempt Bonds issued only to refund a prior issue of Tax-Exempt Bonds, the Bond Compliance Officer will work with Bond Counsel to prepare and/or document the Final Written Allocation for the Project Facility financed by the refunded Tax-Exempt Bonds and include it in the Tax Compliance Agreement.

(b) Contents and Procedure. The Bond Compliance Officer will consult the Tax Compliance Agreement and, if necessary, contact Bond Counsel to seek advice regarding any special allocation of Tax-Exempt Bond proceeds and other money of the Issuer to the Costs of the Project Facility. If no special allocation is required or recommended, the Bond Compliance Officer will allocate Costs of the Project Facility to the proceeds of the Tax-Exempt Bonds in accordance with the Issuer's accounting records. Each Final Written Allocation will contain the following: (1) a reconciliation of the actual sources and uses to Costs of the Project Facility, (2) the percentage of the cost of the Project Facility financed with proceeds of the Tax-Exempt Bonds (sale proceeds plus any investment earnings on those sale proceeds), (3) the Project Facility's Placed in Service date, (4) the estimated economic useful life of

the Project Facility, and (5) any special procedures to be followed in completing the Annual Compliance Checklist (e.g., limiting the Annual Compliance Checklist to specific areas of the Project Facility that the Final Written Allocation or the Tax Compliance Agreement treats as having been financed by Tax-Exempt Bonds).

(c) Finalize Annual Compliance Checklist. As part of the preparation of the Final Written Allocation, the Bond Compliance Officer will update the draft Annual Compliance Checklist contained in the relevant Tax Compliance Agreement. The Bond Compliance Officer will include reminders for all subsequent arbitrage rebate computations required for the Tax-Exempt Bonds in the Annual Compliance Checklist.

(d) Review of Final Written Allocation and Annual Compliance Checklist. Each Final Written Allocation and Annual Compliance Checklist will be reviewed by legal counsel to the Issuer or Bond Counsel for sufficiency and compliance with the Tax Compliance Agreement and this Compliance Procedure. Following the completion of the review, the Bond Compliance Officer will execute the Final Written Allocation.

ARTICLE VI

ONGOING MONITORING PROCEDURES

Section 6.1. Annual Compliance Checklist. An Annual Compliance Checklist will be completed by the Bond Compliance Officer each year following completion of the Final Written Allocation. Each Annual Compliance Checklist will be designed and completed for the purpose of identifying potential noncompliance with the terms of the Tax Compliance Agreement or this Compliance Procedure and obtaining documents (such as investment records, arbitrage calculations, or other documentation for the Project Facility) that are required to be incorporated in the Tax-Exempt Bond File. The Bond Compliance Officer will refer any responses indicating a violation of the terms of the Tax Compliance Agreement to legal counsel to the Issuer or Bond Counsel and, if recommended by counsel, will follow the procedure set out in **Section 4.4** hereof to remediate the non-compliance.

Section 6.2. Arbitrage and Rebate Compliance. The Bond Compliance Officer will monitor the investment of Bond Restricted Funds and provide investment records to the Rebate Analyst on a timely basis. The Bond Compliance Officer will follow the directions of the Rebate Analyst with respect to the preparation of and the timing of rebate or yield reduction computations.

ADOPTED BY THE BOARD OF EDUCATION OF
HALL COUNTY SCHOOL DISTRICT 0002
(GRAND ISLAND PUBLIC SCHOOLS)
_____, 2019

EXHIBIT A

LIST OF TAX-EXEMPT BONDS CURRENTLY COVERED BY THIS COMPLIANCE PROCEDURE

\$21,340,000 General Obligation Refunding Bonds, Series 2012
\$51,215,000 General Obligation Bonds, Series 2014
\$4,445,000 Limited Tax Refunding Building Bonds, Series 2015
\$4,710,000 Limited Tax Building Bonds, Series 2016
\$18,685,000 General Obligation Bonds, Series

6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS

The Grand Island Public Schools staff are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Staff are required to establish and maintain professional boundaries with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred.

GIPS supports the use of technology to communicate with students for legitimate educational purposes. However, school district staff are responsible for conducting themselves professionally, exercising appropriate judgment, and teaching and modeling high standards of behavior and civic values, regardless of location. This applies to staff conduct and interactions with students and to material they post on personal web sites, blogs, and other social networking sites including, but not limited to, Facebook, YouTube, Twitter, and Other. District staff are prohibited from inappropriate technological communication including but not limited to texting, online socializing or social networking (including but not limited to Facebook, Twitter, and Other), internet use, e-mail, blogging, or any other electronic communication that violates the law, district policies, or the Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education ("Rule 27").

Unless an employee has a legitimate educational purpose, the following behaviors are a violation of this policy. The following list is intended to be illustrative and does not describe every kind of prohibited behavior.

- Communicating with students about sex unless the student is reporting abuse or assault which is appropriately reported by the employee.
- Joking with students about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Sharing, showing, displaying or otherwise exposing a student or students to sexually inappropriate material or objects with students.
- Displaying or otherwise exposing a student to pornography.
- Making any sexual advance or engaging in any activity of a sexual or romantic nature with a student.
- Engaging in any type of dating, romantic or sexual contact with a current student of the district, regardless of the age of the student.
- **Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.**
- **"Grooming," which includes building trust with a student and individuals close to the student in an effort to gain access to and time alone with the student, with the ultimate goal of engaging in sexual contact or sexual penetration with the student, regardless of when in the student's life the sexual contact or sexual penetration would take place.**
- Kissing of any kind with a student.
- "Friending" or otherwise authorizing or requesting student access to personal social media accounts. This prohibition shall not apply to social media accounts created solely for class or educationally related matters to which all of the employees' students are allowed or offered access.
- Intruding on a student's personal space such as, by touching unnecessarily, positioning too closely, or staring at a portion of the student's body such as, breasts, buttocks, or similar body parts.
- Initiating unwanted physical contact with a student.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems with a student.

Grand Island Public Schools

- Providing counseling for, attempting to solve, or solving a student's personal problems or issues without engaging trained personnel.
- Giving a student a gift of a personal nature.
- Engaging in activities with a student one-on-one not sponsored by the school without express permission of a school administrator.
- Any other behavior that exploits or attempts to exploit the special position of trust and authority between an employee and student.
- Transporting a student in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Disclosing confidential student records or information.
- Disclosing confidential personnel records or information of other school district employees, agents, or volunteers.
- Behaving in any manner that results in a disruption to the school environment or that impairs the employee's ability to perform his or her employment duties or to be an effective employee.
- Using an employment title or including any reference to the employee's affiliation with the school district unless the communication is school related and in compliance with the law, district policies, or Rule 27.
- Including school mascots, symbols, logos, or other district trademarks in non-school related communications.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District. A staff member seeking an exception must receive advance approval from his or her administrator. If a staff member is unable to communicate with an administrator in advance (such as in the event of an emergency), the staff member must notify the administrator as soon as possible, but not later than 24 hours immediately following the event.

Any person (student, parent, staff) who suspects a District employee of engaging in any prohibited conduct under this policy, including grooming, should contact the Superintendent or designee as soon as practical. School district employees are required to immediately notify an administrator if they become aware of any situation that may constitute a violation of this policy.

An employee who violates this policy may face discipline, up to and including termination of employment, and may be referred to the appropriate certification or credentialing agencies for further discipline.

A violation of this policy will result in referral to the Department of Health and Human Services, law enforcement, or both.

Nothing in this policy should be construed to (1) limit an employee's right to speak as a citizen about matters of public concern, (2) prohibit an employee from communicating with students about non-school organizations or activities for which the employee is a coach or supervisor as long as the employee's communication is in compliance with the non-school organization's standards of conduct and Rule 27 or (3) regulate any communication that is unrelated to the employee's position of employment with the school district and otherwise protected by the United States Constitution and the Nebraska Constitution.

Legal References: Children's Internet Protection Act, 47 USC § 254
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Grand Island Public Schools

The Freedom of Information Act (FOIA)
5 U.S.C. § 552, As Amended by Public Law No. 104-231, 110 Stat. 3048
Neb. Rev. Stat. § 79-866
Title 92, Nebraska Administrative Code, Chapter 27 Nov. 12, 2003(Rule 27
Regulations and Standards for Professional Practices Criteria)
LB 1080 (2020)

Cross Reference: 8550 CHILD ABUSE
8551 ABUSE OF STUDENTS BY STAFF
8451 PHYSICAL RESTRAINT AND SECLUSION
6252 PROFESSIONAL BOUNDARIES BETWEEN STAFF AND STUDENTS
1311 BULLYING AND HARASSMENT (Staff)

Policy Adopted: 7.12.2012
Policy Revised: 03.10.2016
Policy Revised: 03.07.2019
Policy Revised: 03.16.2020
Policy Revised: ???.??.??

The Grand Island Public Schools does not discriminate on the basis of sex in any educational program or activity that it operates. The District is required by Title IX (20 U.S.C. § 1681) and 34 CFR Part 106 not to discriminate in such a manner. This requirement not to discriminate also applies to admission and employment. Any inquiries about the application of Title IX may be referred to the District Title IX Coordinator, to the Assistant Secretary of the Office of Civil Rights, or both. The GIPS Board of Education designates the following individuals to serve as GIPS Title IX Coordinators for students and staff and serve as Compliance Coordinator:

Title: Dr. Robin R. Dexter, Associate Superintendent
Coordinator for Student Complaints and Compliance Coordinator
Office address:
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: rdexter@gips.org
Phone number: 308-385-5900

Title: Mr. Wayne Stelk, Chief of Human Capital Management
Coordinator for Staff Complaints
Office address:
Kneale Administration Building, 123 S. Webb Road, Grand Island, NE 68802
Email: wstelk@gips.org
Phone number: 308-385-5900

For information regarding the Grand Island Public Schools procedure for complaints of sexual harassment including the complaint process, how to file a report or a complaint of sexual harassment, how to file a formal complaint of sexual harassment, and how the District will respond to such complaints see Board Policy, 6205 Staff and 8505 Student, located on the GIPS web site.

4418 STRUCTURALLY BALANCED BUDGET

The Grand Island Public Schools shall endeavor to adopt a structurally balanced budget. Generally, this means that recurring expenditures should be covered by recurring revenues and that non-recurring revenues should be used to fund non-recurring expenditures. On occasion, the recurring revenues may cover the non-recurring expenditures when revenues increase due to property values or state funding. Conversely, on occasion, non-recurring revenues may cover recurring expenditures when revenues decrease due to property values, state funding, or general economic conditions. The District's finance staff shall develop a budget presentation that shows the District's progress in achieving a structurally balanced budget.

STURCTUALLY BALANCED BUDGET DIRECTIVES

While it is the District's intent to provide the board and staff with flexibility on how to pursue and achieve a structurally balanced budget, there are some points which the District should observe very closely when developing a budget.

- **Employee compensation and non-recurring revenues.** Except in extreme circumstances, non-recurring revenues and especially reserves should not be used to fund employee compensation. One such exception might be a severe economic downturn where non-recurring revenues are temporarily used to ease the transition to an expenditure structure that is in line with new economic realities. Even this should only be done in the context of plan to return to structure balance and replenish any reserves that had been used.
- **Operating and maintenance costs of capital assets purchased with non-recurring revenues.** While capital assets are often a good thing to fund with non-recurring revenues, the District shall be observant of the long-term operating and maintenance costs of such purposes, lest it create new on-going expenditures that it can't maintain.
- **Replacement of short-lived assets and non-recurring revenues.** The District shall give preference to using non-recurring revenues to replace assets that have outlived their useful lives over purchasing entirely new assets, where the replacement of the obsolete or expired assets is critical to the maintenance of the District's core priorities and programs. A replacement schedule for such assets is a good indicator of when to budget for these items.

MODIFICATION TO POLICY

This policy and its provisions will be reviewed annually by the Board of Education Facilities and Finance Committee. The Committee may approve minor changes of a housekeeping or corrective nature, or on advice of counsel, that conflict with federal or state laws or regulations. Significant policy changes will be presented to the Board for confirmation.

Policy Adopted: ????.??

4417 CAPITAL ASSET MANAGEMENT

INTRODUCTION

Capital assets have a major impact on the quality of the District's ability to educate students. The purpose of this policy is to provide guidelines to help the District make better capital asset investment and management decisions.

CAPITAL IMPROVEMENT PLAN (CIP) SCOPE

Annually District staff shall develop a long-range capital improvement plan that describes and prioritizes the major capital projects that the District intends to undertake in both the near and long term.

- A. Definition of a capital project.** For the purposes of the CIP the definition of a capital project is a project with a useful life of at least 3-5 years and a cost of at least \$5,000.
- B. Link to needs assessments.** Projects in the CIP, with minor and occasional exceptions, should be based on needs assessments conducted to determine the benefit of the asset relative to its potential cost.

ROLES IN THE CIP PROCESS

The Director of Buildings and Grounds, is responsible for coordinating the CIP process and compiling the CIP document. Other key roles include:

- A. Review of Capital Project Proposals.** The Chief Financial Officer will coordinate a capital project review process within the annual budget calendar.
- B. Capital Financing.** The Business Office will work with the Director of Buildings and Grounds to develop a capital financing strategy to support the CIP.
- C. Approval of the CIP.** The Board shall review and approve the final CIP annually.

CIP PROJECT IDENTIFICATION

Annually, District staff will propose projects for potential inclusion in the CIP, using a procedure developed by the Director of Buildings and grounds. At minimum, this procedure shall provide for the following:

- A. Long-term operating and maintenance costs.** A proposal will identify the cost to operate and maintain the asset over the lifecycle of the asset.
- B. Anticipated source of funding.** A proposal shall describe where the funding to acquire the asset and to operate and maintain the asset is expected to come from.
- C. Proposed timing of the project.** A proposal will identify the proposed schedule for planning, bidding, construction, and other relevant milestones in acquiring the asset.

CIP PROJECT SELECTION

The Director of Buildings and Grounds will develop a procedure to assess and evaluate project proposals. The principles and practices that should be reflected in the selection process include:

- A. Long-term forecasts.** Long-term forecasts should be prepared to better understand the resources available for capital spending and to assess operational impacts and eventual replacement costs.
- B. Impact on other projects.** Projects should not be considered in isolation. One project's impact on others should be recognized and costs shared between projects where appropriate.
- C. Allow for funding of preliminary activities.** A policy should recognize that, for some projects, it may be wise to fund only preliminary engineering/planning before committing to funding the whole project. However, even these expenditures can be considerable, so should be evaluated and prioritized appropriately.
- D. Full Consideration of Operating and Maintenance Costs.** Adequate resources should be identified to operate and maintain an asset before allocating resources to build the new asset.
- E. Full lifecycle costing.** Analysis of the cost of a proposed project should encompass the entire life of the asset, from planning and acquisition to disposal.

- F. Predictable project timing and scope.** Schedule and scope estimates should be practical and achievable within the requested financial and human resources.

BALANCED CIP

The CIP Plan is a balanced five-year plan. This means that for the entire five-year period, revenues will be equal to projected expenditures in the CIP. It is possible that the plan will have more expenditures than revenues in any single year of the Plan (with the exception of the first year of the plan which is intended to become an appropriation plan for the District). However, over the life of the five-year plan all expenditures will be provided for with identified revenues. Staff may record, on an appended document, projects that are deemed important but cannot fit into a balanced CIP. The Board may choose to examine the unfunded projects and defund an existing project in favor of another.

CIP FUNDING STRATEGY

The District may elect to use debt financing to acquire an asset, or pay-as-you-go (i.e., cash financing). Guidelines are provided below to guide the District in making the best choice between debt and pay-as-you-go financing.

- A.** Factors which favor pay-as-you-go financing include circumstances where:
 - 1.** The project can be adequately funded from available current revenues and fund balances (reserves);
 - 2.** The project can be completed in an acceptable timeframe given the available revenues;
 - 3.** Additional debt levels could adversely affect the District's credit rating or repayment sources; or,
 - 4.** Market conditions are unstable or suggest difficulties in marketing a debt.
- B.** Factors which favor long-term debt financing include circumstances where:
 - 1.** Revenues available for debt issues are considered sufficient and reliable so that long-term financing can be marketed with an appropriate credit rating, which can be maintained;
 - 2.** Market conditions present favorable interest rates and demand for District debt financing;
 - 3.** A project is mandated by state or federal government and current revenues or fund balances are insufficient to pay project costs;
 - 4.** A project is immediately required to meet or relieve capacity needs and existing un-programmed cash reserves are insufficient to pay project costs; or,
 - 5.** The life of the project or asset financed is five years or longer.
 - 6.** The capital project or asset lends itself to debt financing rather than pay-as-you-go funding based on the expected useful life of the project and based on the District's ability to pay debt service.

CAPITAL BUDGET

Each year the Director of Buildings and Grounds and the Chief Financial Officer will develop a capital budget which will be the spending plan for capital. The first year of the adopted capital improvement plan will be an important input into the capital budget for the fiscal year.

CAPITAL PROJECT MANAGEMENT

Good management of capital projects is essential to create the best value for taxpayers through capital spending. The following policies shall be observed in order to help ensure the best project management possible.

- A. Project manager.** Every CIP project will have a project manager who will prepare the project proposal, develop a project budget and cash flow forecast prior to project commencement, ensure that required phases are completed on schedule, authorize all project expenditures, monitor project cash flows, ensure that all regulations and laws are observed, and periodically report project status.

- B. Regular progress reviews.** Regular capital project and program reviews are to be conducted to monitor existing project performance. Each project manager must actively manage each project and will provide regular reports on the physical and financial status of each project to the superintendent.
- C. Limits on amendments.** For an appropriated capital project, the total cost of the project, including all change orders, shall not exceed the amount of appropriation. All amendments shall be reviewed and evaluated by the Facilities and Finance Committee. Each project manager must manage capital projects within certain time and cost constraints. If an amendment is necessary, proper documentation explaining why the amendment should be presented to the Facilities and Finance Committee and the Board of Education for final approval.

ESTABLISHMENT OF AN ASSET INVENTORY

District staff shall develop a comprehensive asset inventory that projects equipment replacement and maintenance needs for the next five years and will update this projection annually. The asset inventory will describe the current condition of the District's assets compared to an established standards for asset condition, account for the complete cost to maintain assets up to standard condition over their lifecycle, and account for risks associated with assets that are below condition standards. Departments shall have responsibility for inventorying and assessing the assets within their purview, and ensuring that it reconciles with Department of Finance's capital asset records.

PRIORITIZATION OF ASSET MAINTENANCE AND REPLACEMENT

It is the policy of the District to maintain its assets at a level that protects capital investment and minimizes future maintenance and replacement costs. Based on an asset inventory, risk assessment staff shall develop and recommend to the Board a prioritized asset maintenance spending plan for each year.

FUNDING OF ASSET MAINTENANCE

It is the District's policy to ensure that adequate resources are allocated to preserve the District's existing assets to the best of its ability before targeting resources to build new facilities or acquire additional assets that also have operating and maintenance obligations. This policy addresses the need to protect the District's historical investment in capital assets. It helps the District to avoid embarking on an asset enhancement program, which when coupled with the existing asset requirements, the District cannot afford to adequately maintain.

MODIFICATION TO POLICY

This policy and its provisions will be reviewed annually by the Board of Education Facilities and Finance Committee. The Committee may approve minor changes of a housekeeping or corrective nature, or on advice of counsel, that conflict with federal or state laws or regulations. Significant policy changes will be presented to the Board for confirmation.

BOE Facilities and Finance Committee Review – Tuesday, November 3, 2020

Policy Adopted: ???.??.??

4416 FINANCIAL INVESTMENT MANAGEMENT

PURPOSE

This Investment Policy sets forth the investment guidelines to guide investment decisions for funds of Grand Island Public Schools (District). The Board of Education Facilities and Finance Committee oversees management of the District's investment activity.

DELEGATION OF AUTHORITY

Authority to manage the investment program is granted to the Chief Financial Officer of the District (which may hereinafter be referred to as the CFO or investment officer). Responsibility for the operation of the investment program is hereby delegated to the CFO, who shall act in accordance with established written procedures and internal controls for the operation of the investment program consistent with this Policy. The CFO shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of any subordinate officials.

GENERAL INVESTMENT OBJECTIVES

The primary objectives of investment activities for the District shall be safety, liquidity, and return:

1. Safety

Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

a. Credit Risk

The District will minimize credit risk, which is the risk of loss of all or part of the investment due to the failure of the security issuer or backer, by:

- Limiting investments to the types of securities listed under the heading "SUITABLE AND AUTHORIZED INVESTMENTS" of this Investment Policy.
- Pre-qualifying and conducting ongoing due diligence of the financial institutions, broker/dealers, intermediaries, and advisers with which the District will do business.
- Diversifying the investment portfolio so that the impact of potential losses from any one type of security or from any one individual issuer will be minimized.

b. Interest Rate Risk

The District will minimize interest rate risk, which is the risk that the market value of securities in the portfolio will fall due to changes in market interest rates, by:

- Structuring the investment portfolio so that security maturities match cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools and limiting individual security maturity as well as the average maturity of the portfolio in accordance with this policy.

2. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). Alternatively, a portion of the portfolio may be placed in money market mutual funds or local government investment pools which offer same-day liquidity for short-term funds.

3. Return

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk

constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core investments are limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities shall generally be held until maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal;
- Selling a security and reinvesting the proceeds that would improve the quality, yield, or target duration in the portfolio may be undertaken; and
- Unanticipated liquidity needs of the portfolio require that the security be sold.

STANDARDS OF CARE

1. Prudence

The standard of prudence to be used by District officials and employees under these guidelines shall be the "prudent investor rule" and shall be applied in the context of managing an overall portfolio. The District's funds shall be invested in such investments which individuals of prudence, discretion, and intelligence acquire or retain in dealing with the property of another.

2. Ethics and Conflicts of Interest

District officials and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. District officials and employees involved in the investment of District funds shall disclose any material interests in financial institutions with which they conduct business, in accordance with applicable laws. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. District officials and employees involved in the investment of District funds shall refrain from undertaking personal investment transactions with the same individual with whom business is conducted on behalf of the District.

SUITABLE AND AUTHORIZED INVESTMENTS

District funds will be invested in such investments which individuals of prudence, discretion, and intelligence acquire or retain in dealing with the property of another. Included in permitted investments for the District are the following:

1. Deposits in demand deposit accounts, including checking accounts and non-negotiable certificates of deposit, in amounts (a) not to exceed FDIC insurance limits or (b) which are fully collateralized.
2. United States of America federal government securities or securities backed by the federal government such as treasury bills, treasury notes, treasury bonds, GNMA, etc.
3. United States of America federal government sponsored enterprises such as FNMA, FHLB, FHLMC, FFCB, etc.
4. Mutual funds comprised of any of the above mentioned government backed investments.
5. Investment Grade commercial paper with the highest rating range (AAA through A-) established by Standard & Poor's or Moody's (Aaa through A3) at the time of purchase and which have a maximum duration of twelve (12) months.
6. All investment methods available within the Nebraska Liquid Asset Fund.

MODIFICATION TO POLICY

This policy and its provisions will be reviewed annually by the Board of Education Facilities and Finance Committee.

The Committee may approve minor changes of a housekeeping or corrective nature, or on advice of counsel, that conflict with federal or state laws or regulations. Significant policy changes will be presented to the Board for confirmation.

Grand Island Public Schools

This policy is current as of October 10, 2019, the date of adoption by the Board.

Legal Review – August 12, 2019

BOE Facilities and Finance Committee Review – August 27, 2019

Board Adoption –Thursday, October 10, 2019

Policy Adopted: ???.???.??

GRAND ISLAND PUBLIC SCHOOLS

9310 FUNDRAISING ACTIVITIES

The Grand Island Public Schools recognizes that fundraisers help make school activities accessible to students. The Grand Island Public Schools intends this policy to govern fundraising activities, to comply with state rules, to limit undue distractions or time commitments, and to ensure educator standards and accounting practices are maintained. The Grand Island Public Schools authorizes limited fundraising for needs beyond the regular budgeting process.

Administrative Guidelines for School Fundraising:

1. The building administrator or activities director must approve all fundraising activities.
2. All fundraising proceeds must be administered through a GIPS Activity Account, through a sanctioned support group account, or through the Grand Island Public Schools Foundation.
3. Fundraising using online sites must be approved through GIPS ~~Education~~ Foundation: The Grand Island Public Schools Foundation accepts requests and manages funding of classroom projects designed by principals and teachers to enhance the curriculum and promote the success of their students through an online fundraising platform. Staff can access the platform on the GIPS Foundation website.
4. Fundraising activities should impact students' education such as support for participation in extracurricular and enrichment activities.
5. Fundraising activities shall not interrupt instructional time.
6. Door-to-door sales by students shall be to friends, family, and neighbors with adult guidance.
7. Grand Island Public Schools students will not participate in or be present at any fundraiser that involves the sale or promotion of alcohol or tobacco.
8. All funds raised in school-sponsored fundraising activities are public funds and are to be used for the benefit of students and school programs or activities.
9. Administration and staff responsible for the supervision of school-sponsored fundraising activities shall ensure that district policies and guidelines for handling and depositing funds are strictly followed.
10. Materials purchased with funds from school or district sponsored fundraising events become the property of Grand Island Public Schools.
11. Staff shall refrain from using their position of influence to profit commercially or benefit personally from fundraising.
- ~~12.~~ Organizations such as booster clubs shall coordinate fundraising activities with the building administrator, activities director, **and/or** use the GIPS Foundation. ~~online funding platform.~~
13. Any use of fundraising money or donated goods for capital improvement or furniture expenditures need to have the superintendent's or designee's approval prior to a decision to proceed with the project and must conform to district-wide equipment specifications or guidelines.
14. The Grand Island Public Schools Foundation office shall be contacted before any solicitation that involves a business or foundation.
15. Direct donations of materials, goods, or services from businesses or corporations in excess of \$250 per occurrence must be made directly to the Grand Island Public Schools Foundation. The Foundation will issue receipts suitable for tax purposes to businesses or corporations that make such donations.

Cross References: 4630 GRAND ISLAND PUBLIC SCHOOLS FOUNDATION
8810 STUDENT GIFTS AND SOLICITATIONS
**9311 DONATIONS OF COLLECTIBLES, GIFTS, GRANTS, AND
BEQUESTS**

Policy Adopted: 11.03.1997
Policy Revised: 11.14.2013
Policy Revised: 10.13.2016
Policy Revised: 06.11.2020
Policy Revised: ???.???.??

9310.1 DonorsChoose Fundraising Guidelines

The Grand Island Public Schools and the Grand Island Public Schools Foundation will begin using DonorsChoose in January 2020. This will replace any former crowd funding platforms and is the only one the district will support.

These administrative guidelines outline the process that must be followed:

- The first step is for the teacher or other staff member to gain approval from the building principal for the project. This must be done before any project may be completed on the DonorsChoose site. Principals should use this form as they consider approval. The principal is responsible to tell the teacher or staff person if the project is approved.
- Note: The principal designated with DonorsChoose as the building lead will receive an email immediately when a project is uploaded. It is the responsibility of that person to be sure the project has been approved. If not, the ~~principal~~ staff member needs to remove the project immediately or complete the assessment and make a decision about approval immediately.
- Principals need to review project to ensure it meets guidelines and if it could be funded from building, district, or Foundation funds. If the request is for technology hardware and/or software, the request must meet district guidelines.
- After building approval, the teacher or another staff member creates a project and chooses the items included in the project. This project goes on the Donors Choose site and will go through an approval process by DonorsChoose. Projects on DonorChoose are most successful when the teacher writes a compelling description and/or advocates for the project.
- Everything received through DonorsChoose is the property of Grand Island Public schools and must be inventoried, cared for and used in the same way as other GIPS materials or equipment.

Guidelines approved: 06.11.2020

Guidelines revised: ???.??.??

9311 DONATIONS OF COLLECTIBLES, GIFTS, GRANTS, AND BEQUESTS

The Grand Island Public Schools may be presented with donations of collectibles, gifts, grants, and bequests. Significant gifts or donations shall be made known to the Superintendent. All decisions about the utilization and disposition of said gifts shall be made by the Board of Education. Any property or funds donated to the school by auxiliary units, other agencies, or individuals, becomes the property of the Grand Island Public Schools and to be used in a manner in keeping with the best interests of the District.

Direct donations of materials, goods, or services from businesses or corporations in excess of \$250 per occurrence must be made directly to the Grand Island Public Schools Foundation. The Foundation will issue receipts suitable for tax purposes to businesses or corporations that make such donations. Donations of artwork (statues, collectibles, . . .) will meet IRS requirements and GIPS Foundation policies.

Any grant or donation of a capital improvement to any school property or any transfer of real property to the district, regardless of the amount of the improvement or value of the property, shall require prior approval by the Board of Education. Any contracts or professional services, which could include but are not limited to architects and engineers, must meet professional standards of the Grand Island Public Schools. All capital improvement projects must be coordinated with District Operational Services.

Cross reference: 9310 FUNDRAISING ACTIVITIES
[GIPS Foundation Gift Acceptance Policy](#)

Policy Adopted: ???.???.??



**MENTOR Nebraska
& Grand Island Public Schools
Memorandum of Understanding**

This Memorandum of Understanding sets forth the intent of MENTOR Nebraska (“MN”) and Grand Island Public Schools (“GIPS”). MENTOR Nebraska hereby awards pass-through funds from the Office of Refugee Resettlement to GIPS for the purpose of implementing STRIVE mentoring programs at Grand Island Senior High School.

PARTICIPANTS:

Eligible youth are asylees or refugees who have been in the US less than five years and are between the ages of 15-21. This project will match eligible recent arrival youth with a mentor who is a school staff person. The mentoring will occur several times a week and will occur in the school building.

GOALS:

The goals of the STRIVE program are as follows:

- Goal 1: To provide refugee youth with the support of a positive and caring adult.
- Goal 2: To increase civic and social engagement of refugee youth.
- Goal 3: To promote educational and vocational advancement of refugee youth.

RESPONSIBILITIES:

Project STRIVE will promote positive civic and social engagement and support individual educational and vocational advancement. Mentoring will be conducted by school staff. Mentors will receive additional training and support to focus on academic achievement, social and civic engagement and career education. School staff will supervise all Project STRIVE activities. Activities include the following:

1. Recruit and train mentors on how to support refugee youth.
2. Support mentors and mentees around the development of social and life skills.
3. Provide youth with opportunities for social engagement with peers.
4. Provide matches with information about opportunities to participate in civic and community service activities.
5. A minimum of one field trip, either virtual or in-person, to strengthen the students’ hands-on knowledge. Examples include visiting UNL, visiting the state capitol, or planning a service activity.
6. Referrals will be made to academic support, such as helping with homework, and assisting with transitions in school such as the transition from high school to post-secondary education/training/workplace as needed.

MENTOR Nebraska will

1. Coach mentors and youth to learn American culture while maintaining and celebrating the youth’s cultural heritage.



2. Reimburse GIPS for allowable costs within the grant budget, as long as costs are submitted in a timely fashion.
3. Provide additional technical assistance and support of the project as needed.

REPORTING TIMELINE:

As part of their participation in this project, GIPS agrees to comply with ORR reporting guidelines. Reminders will be sent by MENTOR Nebraska staff prior to the deadlines, but GIPS is responsible for gathering and returning the information to MN by the following dates:

Once a year by October 15, 2021 (*for reporting period October 1, 2020 – September 30, 2021*), submit the following information about the student participants:

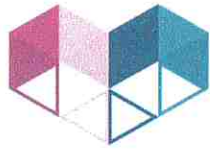
- a. Alien Number
- b. Status
- c. Name
- d. Date of Birth
- e. Gender
- f. State
- g. County
- h. Nationality
- i. Migration status (Did they move into or out of Nebraska during the reporting period? Or did nothing change?)
- j. Date of migration, if any
- k. Number of students who have been in the US 0-12 months as of 9/30/2021
- l. Number of students who have been in the US 13-60 months as of 9/30/2021

Twice a year, **by April 15, 2021** (*for reporting period October 1 – March 31*) & **by October 15, 2021** (*for reporting period April 1 – September 30*), submit the following information about students and the program.

- a. Activities the mentees have done during this period (including field trips, community service activities, mentor trainings, homework help, games, etc.)
- b. Accomplishments during this period
- c. Challenges during this time (e.g. difficulty recruiting mentors, virtual meetings, etc.)
- c. One success story about a mentor/mentee in the program
- d. Number of eligible female mentees and number of eligible male mentees (split by gender) participating in the STRIVE program at GIPS
- e. Number of eligible female mentees and eligible male mentees (split by gender) who
 - i. Went up a grade level
 - ii. Had a parent/student orientation

FUNDING:

GIPS will receive \$7,000 in restricted funding to carry out this project. The funding is broken



MENTOR NEBRASKA

down in the following categories:

1. Personnel
 - a. (GIPS Staff Administration): \$5,000
2. Program Expenses
 - a. Mentor Stipends: Up to \$1000 (\$100 per mentor)
 - b. Program Supplies and Activities: \$500

Invoices for expenses incurred each month should be submitted to MN on or before the 15th of the following month, with expenses summarized by line item (Personnel, Program Expenses, etc.). Scan and email invoices to karima@mentornebraska.org by the due date. Include itemized receipts, payroll reports, timesheets, and any other documentation necessary to show how funds were spent.

AGREEMENT:

If the terms of this MOU are acceptable, please sign and date it below.

Jennifer Wotkinson 1/26/21
Chief of Strategic Partnerships & Stakeholder Engagement

Grand Island Public Schools

Date

Melissa Mayo, MENTOR Nebraska

Date



Our focus is on serving you!

76 Plaza Boulevard PO Box 850 Kearney NE 68848-0850
308.237.5927 Fax 308.237.5920

DATE: January 6, 2021
TO: Superintendents
FROM: Jean Anderson, Special Education Director
SUBJECT: Special Education Contract and Cooperative Service Agreements

A Special Education Contract for the 2021-2022 school year is enclosed for you to sign and return. The signature does not need to be notarized; however, your board should officially authorize the service at the January or February board meeting. This contract includes Speech Therapy Services. If your district contracts for this service, it will be indicated on the enclosed Schedule A. Also, enclosed are the cooperative service agreements for Deaf Education Services, Psychology Services, Audiology Services, Physical Therapy, Occupational Therapy, Vision Services and Vocational Services if you contract for these services. Please sign and date all of the cooperative service agreements, the contract and return them along with Schedule A to me before **no later than March 1, 2021**. The ESU board will approve the contract, and a copy will be returned to you.

If you contract for ESU 10 special education staff but are not a part of the supervision cooperative, the service unit has an obligation to evaluate and supervise the special education staff that we employ and the programs in which they work, all districts that contract for staff will need to contribute to the supervision cooperative. For districts with their own special education supervisors, these costs are minimal and will be adjusted to account for staff supervision only and will not include charges for other supervision services. Please let me know if you have questions about this change. It will appear on your schedule A as a nominal percentage of supplemental supervision services.

Schedule A (enclosed) is the service and FTE provided for the 2020-21 school year and the anticipated service for the 2021-22 school year. If for any reason your district intends to change the service or FTE for 2021-22, please make note of the change on the Schedule A, sign and return it to me as part of the contract. The cost of service will be approximately 5% above the current year. A description of all services provided is available upon request.

To recap, you need to return to ESU 10:

1. The Special Education Contract (1 contract, **sign back page**)
2. Schedule A (1 form, **sign on front**)
3. Cooperative Program Agreements (1 to 8 forms, **sign on front**)

Approval by both boards indicate agreement and cannot be changed for the 21-22 school year after they have been approved.

Please feel free to contact me if you have any questions.
Enclosures

Jean Anderson

recd 1-13-2021

**EDUCATIONAL SERVICE UNIT 10
CONTRACT FOR SCHOOL AGE AND BELOW AGE FIVE
SPECIAL EDUCATION SERVICES**

THIS AGREEMENT, made and entered into this 1st day of July, 2021, by and between **EDUCATIONAL SERVICE UNIT 10** of the State of Nebraska hereinafter called "**SERVICING AGENCY**,"**GRAND ISLAND PUBLIC SCHOOLS**, called "**DISTRICT**."

WITNESSETH:

The District does hereby agree to hire the Servicing Agency to service its school age students with disabilities, below age five children with disabilities during the school year 2021-22, and the Servicing Agency agrees to act as such Servicing Agency, for the consideration and under the terms and conditions as hereinafter set forth:

- 1, A description of the program of special education and related services to be provided to District students shall be as set forth in Schedule "A" hereto attached, including full-time equivalency (FTE) provided in 2020-21 and anticipated in 2021-22 unless district notifies servicing agency otherwise.
- 2, It is agreed that the District shall pay the Servicing Agency for said special education or related services in accordance with the rate schedule. This schedule shall be in full force and effect during the school year of 2021-22, commencing not earlier than August 1, 2021, and ending not later than August 20, 2022. The total dollar amount of this contract will be submitted to the district on or before July 1, 2021 or as soon as the budgets are set for the Servicing Agency.
- 3, The District agrees that pending the reconciliation of costs for the actual services rendered, the amount payable for those special education services to be delivered by the Servicing Agency, shall be paid in full. All programs and services will be billed based on the actual services delivered.
4. The District agrees that the amount payable for special education services the first month of the school year will be 1/10 of the budgeted cost with payment due on or before October 17, 2021.
- 5, The Servicing Agency agrees to bill the District for the actual cost of special education services rendered and to make any adjustments caused by prior overpayment or underpayment.
- 6, The Servicing Agency agrees to provide the District with the final billing, a complete reconciliation of the actual costs of special education services rendered and the actual rate for cost of services. The final billing to the District shall serve as a final reconciliation of the amount of payment previously agreed upon in item two of this contract.
7. The District agrees that the final billing for special education services submitted to the District by the Servicing Agency for actual services rendered during the contract period shall be considered as an amendment to the original contract and by reference made a part thereof.
8. Special education programs or services which extend beyond the regular school year will be provided by the Servicing Agency upon request by the District. Extended programs shall be covered by separate contract.
9. It is further agreed that in the event the District does not pay the Servicing Agency as herein set forth, the Servicing Agency may cancel this contract and refuse further service. In the event of such cancellation, the Servicing Agency may recover any past due amounts.
10. The Servicing Agency shall record and supply to the District information on each child for whom services are contracted. The Servicing Agency agrees to confer with the District for purposes of evaluating such child's progress.

11. The Servicing Agency shall assist the District with the preparation of plan and budget, financial reports and other procedures required by NDE Rule 51.
12. The District and the Servicing Agency agree to abide by the mandated procedures for identification, verification, placement, development of the individualized program, inspection and review of student records, and other requirements as specified in NDE Rule 51, Regulations and Standards for Special Education Programs, Nebraska State Department of Education, and the Federal Regulations of IDEA 2006.
13. The District hereby agrees that changes or modifications in the program or children served shall be mutually agreed upon before said change or modifications are implemented.
14. Should the Servicing Agency be unable to render the services contracted because of the Servicing Agency's inability to employ personnel who meet the criteria for employment of the Servicing Agency and/or the certification requirements of the State of Nebraska, or for other reasons which are determined by the Servicing Agency to be valid, the Servicing Agency will not assume liability for those services contracted for but not provided. In which instance, schools will be notified no later than September 1, 2021.
15. The District herewith agrees that any act intentionally and unilaterally done which act may cause litigation against the Servicing Agent shall be defended at the sole expense of the District and any damages assessed against the District for the Servicing Agency or either of them shall be borne entirely by the District. This paragraph shall not operate to indemnify or relieve the Servicing Agency of any liability otherwise attaching to it under any applicable state or federal law, nor to any action undertaken by the District in the provision of special education services or related services which are undertaken in consultation with the Servicing Agency or in a good faith effort by the District to comply with lawful obligations of the District.
- 16. The District herewith agrees that in the event the District desires to change the services provided by this contract for a subsequent year whether by change in full-time equivalency, staffing, change in percentage FTE of any area of endorsement held by personnel presently assigned to the District, to eliminate any program or service being provided pursuant to this contract, it shall be the duty of the District to notify the administrator in writing of such requested change on or before March 1 next preceding the starting date of the school year to be affected by any changes as are described in this paragraph.**
- 17. The District herewith agrees that in the event that no such written notice is made to the Servicing Agency on or before March 1, that the Servicing Agency shall be entitled to assume that the District desires the same FTE in all areas of endorsement, certification or other qualification, and in all programs it had through this contract with the Servicing Agency. In the event the District should later notify the Servicing Agency of a diminished request for FTE in any area of endorsement, certification or other qualification, or in any program or service provided by this contract, the Servicing Agency shall use its best effort to find other employment for such affected personnel, provided, however, that in the event such personnel cannot be reassigned and to the extent that such personnel constitute a cost to the Servicing Agency that cannot be passed through by way of contract or otherwise, the District agrees to pay any cost incurred by the Servicing Agency for such personnel.**
18. This contract may be renegotiated by mutual agreement.

ACCEPTED FOR **GRAND ISLAND PUBLIC SCHOOLS AS DISTRICT**

THIS 14 DAY OF January 2021

BY Robin R. Dehler
President or Secretary of Board

ACCEPTED FOR **EDUCATIONAL SERVICE UNIT 10 AS SERVICING AGENCY**

THIS _____ DAY OF _____ 2021

BY _____
Secretary of the Board of Education, ESU 10

Schedule A

EDUCATIONAL SERVICE UNIT 10 BUDGET FORM
2021-2022
Agency Code--950010


District Name: Grand Island Public Schools

Contracted Reimbursable School Age Services

	NDE Service Code	2020-21 Percent Per District	2021-22 Percent Per District
Speech Teacher School Age - Secondary	4001	0.400	0.400
Speech Teacher School Age - Elementary		-	-
SpEd Supplemental Super School Age - Secondary	0001	0.400	0.400
SpEd Supervision School Age - Elementary		-	-
D/E Audiology School Age - Secondary	1003	-	-
D/E Audiology School Age - Elementary		-	-
Deaf Education Services School Age - Secondary	2014	-	-
Deaf Education Services School Age - Elementary		-	-
D/E Psychology School Age - Secondary	1002	-	-
D/E Psychology School Age - Elementary		-	-
Occupational Therapy School Age - Secondary	4006	-	-
Occupational Therapy School Age - Elementary		-	-
Physical Therapy School Age - Secondary	4005	-	-
Physical Therapy School Age - Elementary		-	-
Vision Services School Age - Secondary	2008	-	-
Vision Services School Age - Elementary		-	-
Vocational	4012	-	-

Contracted Nonreimbursable Preschool Services


		2020-21 Percent Per District	2021-22 Percent Per District
Speech Teacher Ages 3 - 4	4001	-	-
Speech Teacher Birth - 2		-	-
SpEd Supervision Ages 3 - 4	0001	-	-
SpEd Supervision Birth - 2		-	-
D/E Audiology Ages 3 - 4	1003	-	-
D/E Audiology Birth - 2		-	-
Deaf Education Services Ages 3 - 4	2014	-	-
Deaf Education Services Birth - 2		-	-
D/E Psychology Ages 3 - 4	1002	-	-
D/E Psychology Birth - 2		-	-
Occupational Therapy Ages 3 - 4	4006	-	-
Occupational Therapy Birth - 2		-	-
Physical Therapy Ages 3 - 4	4005	-	-
Physical Therapy Birth - 2		-	-
Vision Services Ages 3 - 4	2008	-	-
Vision Services Birth - 2		-	-


signature of authorized school representative

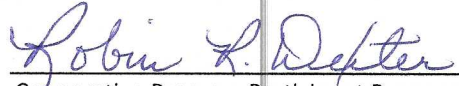
NEBRASKA DEPARTMENT OF EDUCATION SPECIAL EDUCATION
COOPERATIVE PROGRAM AGREEMENT
SCHOOL YEAR 2021-2022

Cooperative Program Name: ESU 10 Supplement Supervision Cooperative

Part V:

NAME OF ADMINISTRATIVE AGENCY:	Educational Service Unit 10	School District or ESU ESU Number 950010
Address:	P.O. Box 850 Kearney, NE 68848	
Phone:	308-237-5927	
Name / Title of Administrative Agency Representative:	Dr. Melissa Wheelock, Administrator	
Name / Title of Contact Person:	Jean Anderson, Special Education Director	
Address:	Same	
Phone:	Same	
Signature:	 Administrative Agency	Date: 01 / 6 / 2021

Part VI:

Cooperative Program Participant:	Grand Island Public Schools	School District or ESU Number: 40-0002
Address:	PO Box 4904 Grand Island, NE 68802-4904	
Phone:	308-385-5900	
Name / Title of Cooperative Program Participant Representative:	Dr. Tawana Grover, Superintendent → Dr. Robin R. Dexter Assoc Supt.	
Name / Title of Contact Person:	Same	
Address:	Same	
Phone:	Same	
Signature:	 Cooperative Program Participant Representative	Date: 1/14/2021



CENTRAL NEBRASKA
Rehabilitation Services
Experience. Better.

Mary Walsh-Sterup, OTR/L, CHT
 308.398.5170
 mary@cnrehab.com

Karen McIntyre, PT, DPT
 308.380.8172
 kmcintyre@grandislandpt.com

School Pediatrics
 PO Box 5285
 Grand Island, NE 68802
 Phone: 308.675.1853
 Fax: 308.675.1353
 cnrehab.com

February 1, 2021

Grand Island Public School
 Robin Dexter
 PO Box 4904
 Grand Island, NE 68802-4904

Dear Robin Dexter,


Please consider this a letter of contract for our arrangement for occupational and physical therapy services for the 2021-2022 school year. We will supply an occupational and physical therapist for occupational and physical therapy services during the 2021-2022 school year.

The occupational and physical therapy services will be billed out at the Department of Special Educations approved rate, which has yet to be determined by the State. Travel time will be billed out at an hourly rate of \$50.00 per hour, plus mileage. Mileage rates will not exceed the State Department of Administrative Services/Nebraska Department of Education rate, the current rate for the state is 0.545, but the billed rate from CNRS is 0.48. Mileage will be calculated by taking the total mileage per day and dividing it by the number of schools seen. Each school will pay an equal amount of the mileage. Either party can terminate this agreement upon sixty (60) days prior written notice.

Please sign this contract and mail back or fax to 308-675-1353, Attention: Karen. Feel free to contact me with any questions or concerns you may have.


 Mary Walsh-Sterup, OTR/L, CHT

2-1-21
 Date


 Administrator

2-11-2021
 Date

GRAND ISLAND PUBLIC SCHOOLS
FURNITURE, EQUIPMENT, & MISCELLANEOUS ITEMS
FOR DISPOSAL

Quantity	Description	Resale? Yes or No
1	ELC Modular (2002)	Yes
285	Student Chairs - various sizes	Yes
15	Teacher Chairs	Yes
1	Magazine Rack	Yes
16	Computer Carts	Yes
109	Student Desks	Yes
18	Teacher Desks	Yes
6	Vacuums	No
3	Floor Machines (scrubbers)	No
1	TV Stand	Yes
12	Legal Sized Filing Cabinets	Yes
24	Letter Sized Filing Cabinets	Yes
5	Metal Storage Cabinets	Yes
12	Metal Bookcases	Yes
10	Wooden Bookcases	Yes
7	TVs	No
15	Trapezoid Tables	Yes
5	Overhead Projectors	Yes

6	Overhead Projector Carts	Yes
2	Refrigerator/Freezers	Yes
38	Teacher Chairs (had mold)	No
15	Pallets - books, magazines, VHS tapes, journals (mold)	No

Feb-21

LEASE AGREEMENT

THIS LEASE AGREEMENT made and entered into this ____ day of _____ 2021, by and between Danny K. Oberg, hereinafter referred to as Lessor, and Hall County School District 2, also known as Grand Island Public Schools, hereinafter referred to as Lessee.

WITNESSETH: That for and in consideration of the mutual covenants herein contained and the valuable consideration paid and to be paid, the Lessor does hereby lease and let unto the Lessee the "Subject Premises" commonly known as 644 South Locust St., 622 South Locust St., and 613 South Elm St., Grand Island, NE 68801, including all buildings, improvements and parking, and more particularly described as follows :

Parcel 1: A tract of land comprising the North Forty Eight (48) feet of Lot Six (6) and part of the North Forty Eight (48) feet of Lots Seven (7) and Eight (8), all in Block Eight (8) of Wiebe's Addition to the City of Grand Island, Hall County, Nebraska, more particularly described as follows: Beginning at the northwesterly corner of said Lot 6; thence running southeasterly along the southwesterly line of said Lot 6 a distance of Forty Eight (48) feet; thence running northeasterly parallel to the northwesterly line of said Lot 6, 7 and 8 a distance of One Hundred Twenty Seven and Sixty Seven Hundredths (127.67) feet to a point that is ten (10) feet westerly (measured perpendicularly) from the back of curb of paving on Locust Street; thence running northerly parallel to said curb a distance of Fifty Five and Fifty Five Hundredths (55.55) feet to a point on the northwesterly line of said Lot 8; thence running southwesterly along the northwesterly line of said Lots 8, 7 and 6 a distance of One Hundred Fifty Three and Eighty Four Hundredths (153.84) feet to the point of beginning,

AND

The Northerly Fifty Four (54) feet of Lot Five (5), in Block Eight (8) of Wiebe's Addition to the City of Grand Island, Hall County, Nebraska,

AND

The Southerly Seventy Eight feet (78') of Lots Five (5), Six (6), Seven (7) and Eight (8), in Block Eight (8) of Wiebe's Addition to the City of Grand Island, Hall County, Nebraska, excepting a certain tract to the City of Grand Island as shown in Return of Appraisers recorded in Book 22, Page 9,

AND

Parcel 2: The Southerly Six (6) Feet of the Northerly Fifty-Four (54) feet of Lots Six (6), Seven (7), and Eight (8), in Block Eight (8) of Wiebe's Addition to the City of Grand Island, Hall County, Nebraska, excepting therefrom a tract of ground more particularly described in Deed Book 165, Pages 151 and 153.

This Lease is made upon the terms and conditions and for the rentals to be paid as hereinafter set forth.

1. Term of Lease and Rental. The Lessor by this Lease Agreement does lease and let the above described Subject Premises to the Lessee for the initial period of three (3) years, beginning on July 1, 2021. Lessee shall extend the term of this Lease for one (1) additional year unless either party gives notice of termination within sixty (60) days before the end of the initial three year term. The additional one (1) year term shall be on the same terms and conditions as the initial term.

The Lessee covenants and agrees to pay as rent for the Subject Premises for the term stated above, Three Thousand Dollars (\$3,100.) per month which amount shall be inclusive of property taxes, assessments and insurance. Said monthly rental payments shall be payable on the first day of each month during the term of this Lease.

Lessor holds the one month security deposit of Three Thousand Dollars (\$3,000.) previously paid by Lessee. If the Lessee complies with all of the terms of this Lease Agreement, the security deposit shall be returned to the Lessee after the end of the lease term and after delivery of possession of the Subject Premises to the Lessor.

2. Use of Subject Premises. Lessee shall use and occupy the Subject Premises for any purpose that is legally allowable in the State of Nebraska, including as a training center for work based programs, student employment training, schooling, retail, or for commercial purposes.

3. Appliances. Lessee shall provide kitchen appliances at Lessee's expense and will remove Lessee's kitchen appliances at termination of Lease Agreement.

4. Insurance. The Lessee agrees to carry and maintain public liability insurance in the amount of at least \$1,000,000.00, single limit, by policies of insurance issued by responsible insurance companies authorized to do business in the State of Nebraska, fully protecting the Lessee and the Lessor against any loss, damage, or claim therefor in any manner connected with or arising by reason of, the use of the Subject Premises by Lessee, and fully protecting the Lessee and Lessor against any loss, damage, or claim arising in any manner to any member of the public, in, upon, or about the Subject Premises. Lessee, prior to occupying the Subject Premises, shall furnish to Lessor a certificate evidencing the fact that such insurance has been procured and that it is in full force and effect, and further that the same cannot be terminated without reasonable notice to the Lessor.

The Lessor agrees to carry and maintain fire, property and extended insurance coverage on the Subject Premises in the amount of at least \$400,000, by policies of insurance issued by responsible insurance companies authorized to do business in the State of Nebraska. Lessor shall furnish to Lessee a certificate evidencing the fact that such insurance has been procured and that it is in full force and effect, and further that the same cannot be terminated without reasonable notice to the Lessor.

5. Assignment or Subletting. The Lessee may assign this Lease Agreement or sublet all or any portion of the Subject Premises, subject to the approval of the Lessor which approval shall not be unreasonably withheld, and subject to the understanding that Lessor may wish to sublet a portion of the Subject Premises from Lessee if it becomes available.

6. Alterations and Improvements by Lessee. The Lessee may make, at Lessee's own expense, any alterations or improvements in or on the Subject Premises that it may deem necessary or desirable for its purpose, subject to the approval of Lessor which approval shall not be unreasonably withheld.

7. Maintenance.

A. Lessee shall, at its expense, keep the Subject Premises in a clean and commercially reasonable condition. Lessee shall pay all charges for telephone, computer service, garbage disposal, and minor maintenance such as light bulbs. Lessee shall be responsible for all snow removal. The Lessee agrees to pay for all water, electricity, gas and other utilities used by Lessee on the Subject Premises during the term of this Lease.

B. Lessor shall pay all expenses of maintenance and repair of the plumbing, hot water heater, electrical, heating, air conditioning, roof and lighting equipment now located in the building and Lessor shall pay the expense of replacing any of those items when replacement becomes necessary. Lessor shall be responsible for the maintenance at his expense of the windows, canopies, interior bearing walls, exterior walls, parking lot and sidewalks. Lessor shall pay for lawn and landscaping care and maintenance.

8. Lessee to Comply with Laws and Ordinances of Grand Island, Nebraska. The Lessee agrees that Lessee will use and occupy said Subject Premises in a careful, safe, and proper manner, and will not commit or suffer any waste thereon. Further, the Lessee agrees that Lessee will obey and follow all laws of the State of Nebraska and of the Ordinances of Grand Island, Nebraska, regulating Lessee's use of said Subject Premises.

9. Damage or Destruction of Building by Fire During Term of the Lease. If the building herein leased to Lessee shall be destroyed or damaged by fire or by the elements and if such damage results in a substantial reduction of the usability of the building by Lessee, Lessor and Lessee each shall have the option within ten (10) days of the damage to terminate the Lease by mailing written notice to the other. If the Lease is not so terminated, the Lessor shall repair or rebuild the building. If the Lessee cannot reasonably use any of the building, the Lessee shall pay no rent until the Subject Premises has been restored to its former condition and shall have been fully occupied by the Lessee and fully reopened for business, in which event the monthly rental shall accrue from the date of the reopening of business. If, however, Lessee can reasonably

use any of the building, then a just and proportionate part of the monthly rental shall abate until the Subject Premises shall have been completely repaired and restored by the Lessor, at which time the liability for the payment of all monthly rentals herein stipulated shall again accrue. Such repair or rebuilding shall be done as soon as reasonably possible after such damage occurs.

10. No Change in Lease Agreement Except in Writing. It is agreed that no change or changes shall be made in this Lease Agreement except in writing, signed by the parties hereto, setting forth the terms of the agreed modification.

11. Time is of the Essence. It is understood and agreed between the parties that time is of the essence as to the payment of the monthly rental and occupancy of the Subject Premises.

12. Waiver of Condition or Covenant by Lessor. No waiver of any condition or covenant of this Lease by Lessor shall be deemed to imply or constitute a further waiver by Lessor of any other condition or covenant under this Lease. The rights and remedies created by this Lease Agreement are cumulative, and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

13. Waiver of Subrogation Rights. It is agreed that if the Subject Premises shall be destroyed in whole or in part by any cause or causes covered by standard fire and extended coverage insurance forms, the Lessee shall not be liable for or responsible to Lessor or any insurer or insurers of Lessor and the Lessor shall not be liable for or responsible to Lessee or any insurer or insurers of the Lessee for and in respect of any such damage or destruction. Lessor hereby specifically waives any and all right of subrogation which the insurer or insurers may have against Lessee for such losses, damages or destruction, and the Lessee hereby specifically waives any and all right of subrogation which the insurer or insurers may have against the Lessor for such losses, damages or destruction, all notwithstanding the fact that the same is caused in whole or in part by the neglect or negligence of Lessee or any of Lessee's officers, agents, employees, invitees or otherwise or by the neglect or negligence of Lessor or any of Lessor's officers, agents, employees, invitees or otherwise. It is further understood and agreed that in the event that this clause and paragraph should render any insurance coverage null and void, this clause or paragraph shall become ineffective as between the parties hereto and their insurers.

14. Peaceable Enjoyment of Premises by Lessee. Subject to the terms and conditions and covenants of this Lease Agreement, the Lessor agrees that Lessee shall and may peaceably have, hold and enjoy the Subject Premises above described, without hindrance by Lessor. At the expiration of this Lease, Lessee shall without demand quietly and peaceably deliver up possession of the Subject Premises in as good condition as it shall be at the time of occupancy of the Subject Premises by Lessee, normal wear and tear and decay and damage by the elements alone excepted.

15. Parking. Lessee shall have for its exclusive use the parking stalls and all

parking areas on the Subject Premises. Lessor shall be responsible for painting the parking space lines after consultation with Lessee.

16. Lessor's Rights upon Default of Lessee in Payment of Rent. Lessee agrees to pay the rent without demand on the terms and conditions hereinabove set forth and perform all of the Lessee's obligations under this Lease, and, in the event the Lessee shall default, or fail to perform all of the obligations required under the terms of this Lease, the Lessor may, in addition to other remedies provided by law and otherwise herein set forth:

- A. Terminate this Lease;
- B. Re-enter the premises; or
- C. Upon termination of the Lease during the term, re-let the premises for the Lessee's account.

17. Binding Effect of Lease Agreement. This Lease Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the Lessee and Lessor.

18. Right of First Refusal. During the term of this Lease Agreement, and any extension thereto, Lessor hereby grants unto Lessee the exclusive and irrevocable right of first refusal to purchase, upon the terms and conditions hereinafter set forth, Lessor's Subject Premises, as legally described above, and situated in Hall County, Nebraska, together with all improvements located thereon.

In the event Lessor offers the Subject Premises for sale, then Lessee shall have the right (but not the obligation) to purchase the Subject Premises under the following terms and conditions: (1) once Lessor has established an asking or listing price for the Subject Premises, Lessor shall first notify Lessee in writing of Lessor's intent to sell and shall then offer the Subject Premises for sale to Lessee at this price. Lessee shall have ten (10) days from receipt of such notice to consider this offer, and if Lessee accepts, Lessee shall have forty-five (45) days to close, (2) if Lessee shall decline or fail to purchase the Subject Premises at the listing or asking price, Lessor shall be free to offer the Subject Premises for sale to others. However, if a bona fide offer is received from a third-party prospective buyer, then Lessor shall again notify Lessee in writing and offer the Subject Premises to Lessee at the price as named by the third-party prospective buyer. Lessee shall have ten (10) days from receipt of such notice to consider this offer, and if Lessee accepts, Lessee shall have forty-five (45) days to close.

(a) Within Fifteen (15) days after Lessee exercises its right of first refusal under sub-part (a), Lessor shall deliver to Lessee a Certificate of Title Insurance covering the Subject Premises which shall reflect that marketable fee simple title to the Subject Premises is vested in Lessor and that the same is insurable by a title insurance company licensed to do business in

Nebraska. Said Certificate shall be subject only to taxes for the current year, easements and restrictions of record. At closing Lessor shall convey title to Lessee by Warranty Deed subject only to exceptions acceptable to Lessee. Consideration may be cash or third-party financing or other consideration as agreed between Lessor and Lessee. All costs and expenses of the sale including, recording fees, and any other costs attributable to the preparation of the Warranty Deed, Certificate of Title Insurance and any other closing documents shall be divided equally between Lessor and Lessee. Taxes shall be prorated as of the date of closing. Upon notification by Lessee of its exercise of its right of first refusal, Lessee shall be entitled to enter upon the Subject Premises for the purpose of conducting soil tests, engineering studies, termite/pests inspections, surveys and other inspections.

(b) This Lease Agreement shall be null and void if Lessee purchases the above referenced real estate from Lessor.

19. Notice. The Parties hereto expressly agree that for the purposes of notice and payment of rent, during the term of this Lease Agreement and for any period of any applicable statute of limitations thereafter, and during the term of the Right of First Refusal, the following designated persons shall be authorized representatives of the Parties for notice:

A. For Danny K. Oberg:
Danny K. Oberg
619 S. Clay St.
Grand Island, NE 68803
dberg@charter.net
(308) 380-1040

B. For Hall County School District 2:
Chief Financial Officer
Grand Island Public Schools
Hall County School District 2
(308) 385-5900

Notice shall be in writing and shall be effective upon receipt. Delivery may be by hand, in which case a signed and dated receipt shall be obtained, or by United States mail, registered or certified, return receipt requested or by electronic means with a signed return receipt. Either party may by notice inform the other party of a different authorized representative who shall receive notice.

20. Signage. Lessee may install temporary signage on the glass on the doors and windows as long as the signage does not damage the glass and the Lessee removes the signage at the expiration of the lease term. Lessee may install signage on the permanent sign pole on the Subject Premises at Lessee's expense. No drilling or permanent signage is allowed on the building without the authorization of the Lessor.

21. Headings. The headings used in this Lease Agreement are for convenience of the parties only and should not be considered interpreting any provision of this lease agreement.

IN WITNESS WHEREOF, the parties have hereunto duly signed this Lease Agreement the day and year first above written.

LESSOR: _____
Danny K. Oberg

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by Danny K. Oberg.

Witness my hand and notarial seal on this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

LESSEE: _____
Bonnie Hinkle,
President, Board of Education,
Hall County School District 2
Grand Island Public Schools

STATE OF NEBRASKA)
) ss.
COUNTY OF HALL)

Before me, a Notary Public, personally came Bonnie Hinkle, President of the Board of Education for Grand Island Public Schools, Hall County School District 2, known to me to be the identical person who signed the foregoing instrument and acknowledged the execution thereof to be her voluntary act and deed.

Witness my hand and notarial seal on this ____ day of _____, 2021.

NOTARY PUBLIC

My Commission expires: _____

GIPS NEEDS ANALYSIS



Board Committees will use the NASB Needs Analysis to guide development of proposals to the Board of Education.

Proposal: Purchase and Install the necessary Fiber and Network equipment to operationalize the network at the new Principal building.

Date: February 11, 2021

1. What is the identified need?

The network at Principal is currently insufficient to support using the facility for staff and/or students who need reliable and fast access to wireless internet.

2. Proposed Action

Contract to install fiber between West Lawn elementary and the Principal building and purchase the necessary switching and wireless equipment to get the building up to district standards.

3. Authority of Action

Cory Gearhart Executive Director of Information Technology with the collaboration of Mr. Dan Petsch and Mr. Virgil Harden.

4. Data/Alternates Assessed

None to meet baseline objectives.

5. Administrative Recommendation

Cory Gearhart

6. Stakeholder Groups Involved

GIPS IT Department, Buildings & Grounds, anyone using technology at the Principal building.

7. Summary

Acquisition of a new building needs additional network infrastructure investment in order to deliver network services for staff and students.

8. Fiscal Impact

Approximately \$65,370 from the General Fund.

-Fiber Install \$18,320
-Networking Equipment \$47,050.

9. Implement, Monitor, Evaluate, and Report Timeline

Implementation:

- Issue Contract for Fiber Installation Feb, 2021
- Order and install network equipment Feb, 2021

GIPS NEEDS ANALYSIS



Board Committees will use the NASB Needs Analysis to guide development of proposals to the Board of Education.

Proposal: Rewire Grand Island Senior High school with Category 6A and OM4 wiring.

Date: February 11, 2021

1. What is the identified need?

The network at GISH utilizes Category 3 and 5 wiring which is not sufficient to sustain today's data transfer needs. Upgrading will allow us to increase bandwidth and throughput of instructional resources.

2. Proposed Action

Award the contract to the most qualified bidder resulting from the ERate RFP process as presented.

3. Authority of Action

Cory Gearhart Executive Director of Information Technology.

4. Data/Alternates Assessed

Competitive bidding process

5. Administrative Recommendation

Cory Gearhart

6. Stakeholder Groups Involved

GIPS IT Department, GIPS Buildings & Grounds, anyone using technology at GISH.

7. Summary

Hire a contractor to install 1000 network drops according to district standards at GISH.

8. Fiscal Impact

Approximately \$400,000 total. Final quote presented at March board meeting.

-E-Rate portion \$288,000

-GIPS General Fund \$112,000.

9. Implement, Monitor, Evaluate, and Report Timeline

Implementation:

- Approval of purchase in March 2021
- Issue Contract and Install April-July 2021.

GIPS NEEDS ANALYSIS



Board Committees will use the NASB Needs Analysis to guide development of proposals to the Board of Education.

Proposal: Purchase 400 access points and 2 wireless controllers to support our district wide wireless network.

Date: February 11, 2021

1. What is the identified need?

Our wireless network is nearing 9 years old. In order to move forward with the latest operating systems, GIPS is needing to update it's oldest access points and controllers. GIPS currently has 1000 access points deployed over 24 locations.

2. Proposed Action

Purchase 400 access points and 2 wireless controllers through the E-Rate Category 2 federal program.

3. Authority of Action

Cory Gearhart Executive Director of Information Technology.

4. Data/Alternates Assessed

Competitive bidding process

5. Administrative Recommendation

Cory Gearhart

6. Stakeholder Groups Involved

GIPS IT Department, anyone using technology in GIPS.

7. Summary

Purchase and install 400 access points and 2 wireless controllers.

8. Fiscal Impact

Approximately \$230,000 total. Final quote presented at March board meeting.

- E-Rate portion \$184,000
- GIPS IT General Fund \$46,000.

9. Implement, Monitor, Evaluate, and Report Timeline

Implementation:

- Approval of purchase in March 2021

- Order and Install equipment April-June 2021.

AIRCRAFT RENTAL AGREEMENT

THIS AIRCRAFT RENTAL AGREEMENT ("Agreement") is made and entered into as of the 11th day of February, 2021 by and between Trego/Dugan Aviation of Grand Island, Inc. (FBO) with its principal offices located at Grand Island, NE (GRI) and Hall County School District #2, a/k/a Grand Island Public Schools, with an address of 123 S. Webb Road, PO Box 4904, Grand Island, NE 68803 ("Renter"). For purposes of this Agreement, FBO and Renter may, from time to time, be individually referred to as a "Party" and collectively as the "Parties". In addition, for purposes of this Agreement, references to either Party include their respective employees.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1a. Use of Aircraft. Subject to Renter's adherence to the provisions of Sub-Article 1b of this Agreement, FBO hereby authorizes Renter to use and operate on a non-dedicated, non-exclusive basis, those aircraft which are owned or leased by FBO and offered for solo rental which are located at FBO's facility at Central Nebraska Regional Airport, Grand Island, NE (GRI) which Renter is qualified to operate consistent with prevailing and applicable Federal Aviation Regulations (FARs) and for which Renter has satisfactorily passed one or more flight checks to demonstrate sufficient airmanship competency to FBO's reasonable satisfaction to operate as pilot-in-command of same (collectively hereinafter, the "Aircraft"). Those Aircraft which Renter is authorized to operate (including charges for its use) along with Renter's required personal data is memorialized in the "Renter's Data Form", attached hereto and incorporated herein as Exhibit A. The Renter's Data Form will be updated by FBO as modifications and/or updates warrant, with each amendment to the Renter's Data Form hereinafter replacing the previous version of Exhibit A and thereafter incorporated and made a part of this Agreement.

1b. Aircraft Usage Policies and Procedures. As a material condition of this Agreement, Renter shall adhere at all times to FBO's Aircraft rental policies and procedures, which are attached hereto and incorporated herein as Exhibit B. Any breach by Renter of such policies and procedures shall be deemed to be a default under this Agreement and be grounds for termination of this Agreement and all rental privileges extended hereunder. FBO reserves the right to amend the contents of Exhibit B at any time and without advance notice to Renter; provided, however, Renter shall be furnished a written copy of any amended Exhibit B, which, upon receipt of same by Renter, shall act to amend this Agreement accordingly and replace with immediate effect the then prevailing version of Exhibit B. Renter shall abide by any revisions to the policies and procedures of Exhibit B consistent with receipt of same.

2. Term. The term of this Agreement shall be for a period of twelve (12) months, commencing February 11, 2021 and continuing through February 10, 2022, and month to month thereafter, unless earlier terminated for cause under the provisions of this Agreement ("Term"). Notwithstanding the foregoing, FBO may terminate this Agreement either (a) for convenience, with thirty (30) days advance written notice to the Renter; or (b) pursuant to the default provisions set forth herein.

3. Property Rights Not Created. Nothing in this Agreement shall be construed or deemed to constitute a grant of an interest or ownership in any Aircraft or to convey an estate or to vest property rights in the Renter in any manner.

4a. Return of Aircraft. Weather conditions permitting, Renter will return the Aircraft at the agreed upon date and time and in the same condition that Renter accepted the Aircraft at the time of rental.

4b. Recovery of Aircraft by FBO. Should Renter abandon the Aircraft or otherwise breach a material condition of this Agreement during any rental period, FBO reserves the right to take immediate possession of the Aircraft, irrespective of its physical location, without notice or legal process. Renter shall indemnify FBO for any and all costs, including without limitation, all attorneys' fees, incurred as a result of such Aircraft recovery efforts and expressly waives any rights to claims (either direct or indirect) for damages, trespass or objection to forcible entry or detainer due to repossession of the Aircraft by FBO.

5. Securing of Aircraft. During such time as Renter has care, custody and control, it shall ensure the Aircraft is properly secured during such periods it is left unattended, including, but not limited to, the insertion of chocks, pitot tube covers and control column and rudder gust locks, application of parking brake, the closing of windows and securing of tie-down ropes. Additionally, Renter shall ensure the Aircraft is locked at all times it is unattended and that the master switch and ignition are confirmed to be in the "off" position. It is expressly agreed and understood by Renter that under no circumstances shall FBO be liable for any lost, stolen or damaged personal property stored in the Aircraft at any time and at any airport location. Renter agrees to utilize its best reasonable efforts to oversee any towing or repositioning of the Aircraft which may take place at other airports during such time the Aircraft is in Renter's possession.

6. Performance of Aircraft Maintenance. Except in those instances when FBO conveys its express consent, at no time shall Renter attempt to repair or replace any part, component, system, equipment or accessory of the Aircraft during such time it is in Renter's care, custody and control. In the event of an Aircraft mechanical problem or other issue which serves to render the Aircraft unserviceable in some manner, Renter shall immediately communicate the problem to FBO via telephone and wait for instructions or authorization to proceed with required repairs. Renter may be required to pay for such repair services and seek reimbursement upon the return of the Aircraft to the Airport. Renter understands that it shall be liable for any Aircraft repair costs not expressly authorized in advance by FBO.

7. Reporting of Aircraft Damage and Accidents. Renter agrees to immediately report to FBO (and applicable local authorities) all Aircraft damage, regardless of degree or nature, or if the Aircraft is involved in an accident. Renter shall obtain the names and addresses of all witnesses and involved parties and convey such information to FBO. The Renter, to the fullest extent possible, shall safeguard the Aircraft to ensure no additional damage is incurred and, to the extent possible, ensure the Aircraft is not moved, unless directed so by local authorities with jurisdiction. Renter shall fully cooperate with all officials investigating any incident involving the Aircraft, including those of local law enforcement, the Federal Aviation Administration (FAA) and the National Transportation Safety Board.

For the avoidance of doubt, Renter, in conjunction with its timely and proper performance of a pre-flight inspection prior to each rental of the Aircraft, is responsible for reporting any Aircraft damage to FBO prior to departure from the Airport, it being expressly understood that Renter shall be held fully liable for any and all unreported Aircraft damage subsequently discovered or reported to FBO.

8. Agreement Subordination to Master Lease. It is expressly agreed and understood by Renter this Agreement shall be subordinate at all times to the lease and operating agreement in effect between FBO and the governing agency of the Airport.

9. Prohibition Against Assignment or Transfer. This Agreement is between the Parties and Renter agrees that it shall not pledge, encumber, sell, assign or transfer this Agreement, in whole or in part, by operation of law or otherwise under any circumstances. Any attempted assignment or transfer of this Agreement in violation of the preceding sentence shall be deemed null and void. Renter shall not take any action or suffer action to be taken which has the effect of transferring any rights herein to any person or legal representative whether by operation of law or otherwise.

10. FBO's Truth-In-Leasing. FBO represents to Renter the Aircraft is made available to Renter in an airworthy condition and compliant with all applicable advisory circulars, airworthiness directives and original equipment manufacturers (OEM) recommended maintenance schedules. FBO further represents the Aircraft has been maintained and inspected in accordance with the requirements of FAR Part 91. Notwithstanding the foregoing, Renter expressly acknowledges that it, and not FBO, is solely responsible for the proper operation of the Aircraft while Renter is acting as pilot-in-command. Each Party is responsible for the proper and timely performance of its Aircraft obligations and compliance with applicable FARs at all times. Renter further acknowledges that an explanation of factors bearing on its operational control of the Aircraft and pertinent FARs can be obtained from the local General Aviation District Office (GADO).

11. Disclaimer of Warranty. EXCEPTING FBO'S REPRESENTATION AS SET FORTH IN ARTICLE 10 OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT FBO HAS NOT MADE NOR WILL MAKE ANY WARRANTIES TO RENTER WITH RESPECT TO THE SUITABILITY OR MERCHANTABILITY OF THE AIRCRAFT FOR ANY PARTICULAR RENTER PURPOSE, DESIGN, QUALITY OR CAPACITY OF THE AIRCRAFT AND RENTS THE AIRCRAFT TO RENTER IN AN "AS IS, WHERE IS" CONDITION.

12. Alterations. Renter shall not make or install any alterations to the Aircraft nor make any improvements nor otherwise authorize the making or performance of any alterations, additions, installations or improvements or other physical changes to the Aircraft, inclusive of signage.

13a. FBO Insurance Coverage. FBO represents to Renter that it has and will maintain at all times during the term of this Agreement, liability insurance on the Aircraft in the amount of Three Million Dollars (\$3,000,000) per occurrence from an insurance carrier(s) authorized to conduct business in the State of Nebraska. Such coverage includes third party bodily injury and property damage liability. Additionally, FBO maintains, for its sole benefit and interest, all-risk hull insurance on the Aircraft. Renter shall remain responsible to FBO's insurer for any Aircraft damage requiring payment of a claim by the FBO's insurer, subject to the indemnification provisions set forth in Article 15 of this Agreement.

13b. Renter's Insurance Coverage. As a material condition for FBO to agree to enter into this Agreement, Renter agrees to procure and maintain, from a financially solvent insurance carrier authorized to conduct business in the State of Nebraska, Aircraft Renter's Liability Insurance in a minimum amount of Twenty-Five Million Dollars (\$25,000,000), inclusive of physical damage liability in an amount equal to the Aircraft's hull replacement value. FBO shall be furnished a duly executed certificate of insurance evidencing such coverage. The failure of FBO to obtain such insurance certificate or other evidence of insurance from the Renter shall not be deemed a waiver of the requirements of this Sub-Article 14b. Non-conforming insurance shall not relieve Renter of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance

conditions by Renter hereunder shall constitute a material breach of this Agreement and FBO retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in FBO's sole discretion.

14c. Renter's Liability Not Limited. NOTWITHSTANDING THE PROVISIONS OF SUB-ARTICLE 14b, FOR PURPOSES OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

15. Indemnification. Renter agrees to indemnify, defend and hold harmless FBO, the Airport and their respective officers, directors, agents, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments of any kind whatsoever (including environmental-based claims and those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which arise in any way from Renter's use and operation of the Aircraft, specifically including any and all losses or damages to any property or injury to or death of any person, including, without limitation, Renter's employees, students, agents, personal guests or business invitees.

16. Disclaimer of Liability. UNDER NO CIRCUMSTANCES SHALL FBO BE LIABLE TO RENTER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOSS OF ANTICIPATED PROFITS RELATING TO THE RENTAL OF THE AIRCRAFT HEREUNDER.

17. Force Majeure. FBO shall not be liable for its failure to perform under this Agreement or to provide the Aircraft for rental (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, flood, wind storm, strike, labor dispute, riot, insurrection, war, terrorism, lack of fuel or any other cause beyond FBO's control.

18. Default. It shall be considered a default of this Agreement if: (a) Renter shall fail to make timely payments required hereunder on the date due and said default shall continue for ten (10) days thereafter after receipt by Renter of written notice thereof from FBO; or (b) Renter shall fail to perform any other material covenant herein, and such default shall continue for a period of ten (10) days after receipt by Renter of written notice of said default from FBO; or (c) Renter shall breach or otherwise violate any of the Aircraft rental policies and regulations set forth in Exhibit B, which, in such event, FBO reserves the right to terminate this Agreement with immediate effect. In the event the default conditions of Sub-Items (a) or (b) above are not rectified consistent with the specified cure periods for each, FBO reserves the right to terminate this Agreement immediately, with or without notice to Renter. Provided further, in no event may Renter utilize the Aircraft without insurance coverage as described herein.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska. The Parties irrevocably consent to the jurisdiction of the Courts of Hall County, Nebraska for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement. For purposes of this Agreement, a "proceeding" is defined as any threatened, pending or completed action, suit or claim whether civil, criminal, administrative, investigative or any other type whatsoever.

20. **Independent Contractor.** The relationship between FBO and Renter shall be that of independent contractors and neither Party shall be construed or interpreted to be a partner, agent or joint venturer of the other and neither Party shall be responsible for the acts or omissions of the other.

21. **Rights Not Waived.** No failure by FBO to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by FBO of full or partial payment for Aircraft rentals during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy.

22. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either Party of any covenant or condition of this Agreement shall not preclude such Party from demanding performance thereafter in accordance with the terms hereof.

23. **Notices.** Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by U.S. certified mail, return receipt requested or via hand delivery (with advance copy to be forwarded via facsimile or electronic mail):

(1) If to FBO, addressed to:

Trego/Dugan Aviation of Grand Island, Inc.
Attention: Vincent J. Dugan
PO Box 1226
North Platte, Nebraska 69103
Facsimile: 308-696-1052
E-Mail: vince@trego-dugan.com

(2) If to Renter, addressed to:

Grand Island Public Schools
Attention: Daniel Philips
123 S. Webb Rd, PO Box 4904
Grand Island, Nebraska 68802
Facsimile: 308-385-5134
E-Mail: dphilips@gips.org

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt or facsimile confirmation document.

24. **Entire Agreement.** It is mutually agreed and understood that this Agreement (and any exhibits, amendments and addendums attached hereto) contains the final and entire agreement and understanding between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. Excepting alterations to the provisions of Exhibits A and B hereof, any change or modification to this Agreement must be in writing and signed by both Parties.

25. **Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

26. **Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO) Treggs/Dugan Aviation of Grand Island, Inc.

(Renter) _____

By: [Signature]

By: _____

Printed Name: Vincent J. Dugan

Printed Name: _____

Its: President

Its: _____

Date: Jan 22, 2021

Date: _____, 20__

**EXHIBIT A
RENTER'S DATA FORM**

Full Name: _____ SSN: _____

Address: _____

Telephone Number: (H) _____ (W) _____

Cell: _____

Emergency Contact: _____ Phone Number: _____

Relationship: _____

Date of Birth: _____

Pilot's Certificate Number: _____

Medical Date: _____ Medical Class: _____

Last Flight Review: _____

Copy Received of Renter's: Pilot Certificate: _____ Date: _____

Medical Certificate: _____ Date: _____

Driver's License: _____ Date: _____

Proof of US Citizenship: _____ Date: _____

Aircraft Checkout Data:

Date: _____ Instructor: _____

Type Aircraft: _____

Limitations or Restrictions: _____

Date: _____ Instructor: _____

Type Aircraft: _____

Limitations or Restrictions: _____

EXHIBIT B
to
AIRCRAFT RENTAL AGREEMENT
by and between
Hall County School District #2, aka Grand Island Public Schools ("Renter")
and
Trego/Dugan Aviation of Grand Island, Inc ("FBO")
effective February 11, 2021

The below policies and procedures regarding rental licensed and student pilots' utilization and operation of FBO-furnished aircraft (collectively, the "Aircraft") shall be in effect at all times during the term of the Agreement. For the purposes of this Aircraft Rental Agreement, the term Renter shall include Renter's employees, students, agents, personal guests or business invitees and specifically includes any and all persons utilizing, inspecting, observing and or in the vicinity of the Aircraft, whether in flight, taxiing, running in place, in maintenance, static in place and/or being towed or pushed by hand.

- 1) The Renter will follow all FARs applicable prior to and at the time of flight, including, but not limited to, the performance of a proper and thorough pre-flight inspection of the Aircraft and sumping of fuel tanks.
- 2) The Renter will operate the Aircraft within the limits of the Aircraft Operator's handbook at all times.
- 3) The Renter will only use the Aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the Aircraft of any kind.
- 4) The Renter will not operate the Aircraft if he/she has consumed any alcoholic beverage, drug (whether prescription, over the counter, legal or illegal within twenty-four (24) hours prior to or during operation of the Aircraft) or, if having not consumed any of the foregoing substances within 24 hours prior to operation of the Aircraft, if the Renter's ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
- 5) The Renter agrees not to land the Aircraft on runways that are turf, sod grass or in otherwise poor condition, shorter than 3,000 feet in length, or areas that are enclosed, abandoned or not designated as an FAA approved airport.
- 6) The Renter will not engage in formation flight or aerobatics.
- 7) The Renter will not intentionally fly within fifteen (15) nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
- 8) The Renter will not operate the Aircraft in known icing conditions.
- 9) The Renter will fly at all times within the limits of the Renter's existing pilot's license and will not engage in flight for which the Renter is not qualified. Further, Renter will fly the Aircraft from the left front seat only and will not allow anyone else to fly the Aircraft unless the Renter is the holder of a valid and current Certified Flight Instructor (CFI) certificate. Further, Renter will not permit a student pilot to carry passengers or to act as pilot in command of the Aircraft in any way for compensation or hire.

- 10) The Renter is prohibited from simulated emergency practice and over water flights beyond a gliding distance from land.
- 11) The Renter will undergo a flight proficiency check for the specific approval for each type of Aircraft to be rented. All check-flights will be conducted by an approved FBO check-pilot (instructor) without exception and subsequently recorded on the Renter's Data Form.
- 12) The Renter will not take passengers in the Aircraft unless the Renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accordance with FAA regulations.
- 13) The Renter will not engage in night flight operations in the Aircraft.
- 14) The Renter will not operate the Aircraft in instrument flight rules (IFR).
- 15) The Renter will keep the Aircraft neat, clean and well secured when not attended by the Renter. Smoking is prohibited at all times in the Aircraft. Renter shall be assessed a cleaning fee should the Aircraft not be returned to the Airport in a condition deemed acceptable for Aircraft's immediate follow-on rental by another FBO customer.
- 16) The Renter will comply at all times with all placards or notices posted in the Aircraft.
- 17) The Renter will report maintenance discrepancies to FBO immediately upon identification of same, irrespective of the Aircraft's location at the time.
- 18) Renter shall obtain approval in advance from FBO for any emergency repairs required to be performed by the Renter when the Aircraft is away from its home base.
- 19) The Renter shall pay the current posted rental fee of FBO (in accordance with those rates and charges applicable to Renter flight students) for both Aircraft rental and associated flight instruction based upon the time recorded on the Aircraft's Hobbs meter or tachometer, as either instrument may be utilized for such purpose from time to time by FBO. For purposes of calculating charges, all Hobbs meters are read to the next higher tenth of an hour. If a discrepancy is found on the Hobbs meter dispatched out recorded time, an authorized FBO employee must be notified prior to the flight commencing. In the absence of such notification of a Hobbs meter discrepancy prior to the Renter starting the engine, the dispatched Hobbs meter time will be judged as valid and accurate and will be utilized to calculate all usage charges upon the Aircraft's return, excepting for typographical or transposition errors.
- 20) In the event the tachometer is to be used for calculating Renter's Aircraft usage time, the charge will be based upon 1.3 times (1.3x) the start versus end times shown on the Aircraft's tachometer.
- 21) It is expressly agreed and understood that the Renter is responsible for any and all expenses incurred in the utilization of the Aircraft from the time of its departure from the Airport until its return. Such charges include, but are not limited to, landing fees, parking fees, hangar fees, and all out-of-pocket living expenses (hotels, rental cars, meals, etc.) which may be incurred on an unanticipated basis by the Renter due to weather delays, mechanical delays, etc.
- 22) The Aircraft is rented to Renter on a "wet" basis. Therefore, any fuel or oil purchased for the Aircraft by the Renter shall be credited against the aggregate rental charges provided that legible,

bona-fide receipts for such expenditures are presented to FBO by the Renter upon the return of the Aircraft. No other operating costs, purchases or fees are deemed to be reimbursable by FBO to the Renter, unless expressly approved by FBO in advance of such expense being incurred.

23) It is understood by the Renter that from time to time, certain pieces of equipment may not be functioning in the Aircraft at the time of rental. While FBO endeavors to keep the Aircraft in 100% operating condition, mechanical faults due occur and cannot always be readily rectified upon the Aircraft's return. FBO offers no discount or rental abatement for Aircraft that have certain components not functioning at the time of rental, but which otherwise are not an impediment to safe flight. Renter is encouraged to review the Aircraft write-up list and logbooks prior to accepting the Aircraft for rental. Notwithstanding the foregoing, FBO shall not be liable for Renter's use of the Aircraft with identified malfunctioning components which are not included in the Aircraft's minimum equipment list or similar listing of "no go" items, which Renter, utilizing his/her own judgment, accepts the risk of not working within nominal performance levels.

24) With specific regard to all flights by Renter's student pilots, i.e., those individuals not possessing at least a private pilot certificate, the following rules are applicable:

- a) FBO's certified instructor shall be solely responsible for all decisions regarding the suitability of each flight by Renter's students.
- b) To conduct student solo flights, the Renter's student must have the express authorization and logbook signoff by his/her flight instructor employed by FBO. The student logbook and Student's Pilot Certificate must be in the student's possession during all solo flights.

25) Without prejudice to any other provision of this Exhibit B, Renter will be charged for the following miscellaneous costs:

- a) Excessive or unnecessary wear and tear of the Aircraft, or any of its parts or components, due to Renter's negligence, abuse or piloting technique. Examples of such damage include flat-spotted tires and damaged wingtips.
- b) Neglect of proper Aircraft checklist procedures.
- c) Lost Aircraft keys.
- d) Items missing from the Aircraft including, but not limited to, fuel drain cup, pitot covers, control wheel lock manuals and any FAA-required Aircraft documentation.

26) Notwithstanding any other provision of the Agreement and this Exhibit B, FBO expressly reserves the right to deny rental of any Aircraft to Renter for any reason and at any time in its sole and reasonable discretion.

Grand Island Public Schools

Facilities Projects (Active and Historical)
As of Fiscal Year 2020 - 2021

BUILD No.	BUILDING	PROJECT DESCRIPTION	BP	DP	TOTALS		DEFERRED MAINT.		Special Building Fund	QCPUF	General	Depreciation	Other Sources	Total
					% OF TOTAL	TOTALS	% OF TOTAL	TOTALS						
*	All Sites	Add Needlepoint Bipolar Ionization		1	29.60%	\$1,307,070	29.60%	\$1,307,070		\$1,307,070				\$1,307,070
007	Howard	Roof restoration @ built-up roof locations	2	2	6.23%	\$275,000	6.23%	\$275,000			\$275,000			\$275,000
001	GISH	Upgrade Science Room hoods and HVAC (4 rooms)	1	3	9.06%	\$400,000	9.06%	\$400,000	\$400,000					\$400,000
001	GISH	Security camera upgrade	6	4	7.93%	\$350,000	7.93%	\$350,000					\$350,000	\$350,000
009	Lincoln	Replace gym floor; replace floor tile in cafeteria; and new carpet for main building	1	5	5.41%	\$239,000	5.41%	\$239,000			\$239,000			\$239,000
001	GISH	Weight room equipment and floor replacement	15	6	5.89%	\$260,000	5.89%	\$260,000			\$200,000		\$60,000	\$260,000
001	GISH	Remodel weight room area and add restrooms	16	7	4.53%	\$200,000	4.53%	\$200,000	\$200,000					\$200,000
002	Barr M.S.	Install new air conditioning @ old gym	2	8	2.83%	\$125,000	2.83%	\$125,000			\$125,000			\$125,000
023	Success Acade	Upgrade camera system to Avigilon	1	9	1.81%	\$80,000	1.81%	\$80,000			\$80,000			\$80,000
031	Wyandotte Lea	Remodel for Science Lab	1	10	0.57%	\$25,000	0.57%	\$25,000			\$25,000			\$25,000
001	GISH	Replace phone system	2	11	2.92%	\$129,000	2.92%	\$129,000			\$129,000			\$129,000
001	GISH	Upgrade network wiring	12	12	5.66%	\$250,000	5.66%	\$250,000					\$250,000	\$250,000
000	Kneale Admin.	Replace phone system	1	13	2.01%	\$88,575	2.01%	\$88,575			\$88,575			\$88,575
004	Walnut M.S.	Install ADA operator & door hardware on Door #1	8	14	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
004	Walnut M.S.	Replace floor in four (4) large restrooms	5	15	0.68%	\$30,000	0.68%	\$30,000			\$30,000			\$30,000
007	Howard	Install ADA door operator @ west entrance	1	16	0.11%	\$5,000	0.11%	\$5,000			\$5,000			\$5,000
007	Howard	Upgrade intercom system and replace clock system	3	17	0.79%	\$35,000	0.79%	\$35,000			\$35,000			\$35,000
013	Knickrehm	Add garage	1	18	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
013	Knickrehm	Reinstall double doors @ entry area	2	19	0.11%	\$5,000	0.11%	\$5,000			\$5,000			\$5,000
018	Engleman	Replace gym lights with LED	1	20	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
002	Barr M.S.	Sound system upgrade @ auditorium	10	21	0.63%	\$27,655	0.63%	\$27,655			\$27,655			\$27,655
004	Walnut M.S.	Sound system upgrade @ auditorium	10	22	0.60%	\$26,505	0.60%	\$26,505			\$26,505			\$26,505
019	Westridge	Sound system upgrade @ auditorium	7	23	0.65%	\$28,515	0.65%	\$28,515			\$28,515			\$28,515
019	Westridge	Replace northwest concrete entrance	1	24	0.45%	\$20,000	0.45%	\$20,000			\$20,000			\$20,000
003	Newell	Replace restroom floors with epoxy	2	25	0.23%	\$10,000	0.23%	\$10,000			\$10,000			\$10,000
003	Newell	Update corridor wall @ media center	1	26	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
005	Gates	Replace 2 washbasins	1	27	0.23%	\$10,000	0.23%	\$10,000			\$10,000			\$10,000
006	Dodge	Replace walkway light @ entrance	5	28	0.14%	\$6,000	0.14%	\$6,000			\$6,000			\$6,000
007	Howard	Install concrete play area - preschool	6	29	0.79%	\$35,000	0.79%	\$35,000			\$35,000			\$35,000
001	GISH	Recondition EFIS system - 2 story	4	30	1.36%	\$60,000	1.36%	\$60,000			\$60,000			\$60,000
030	Indra House	Replace flooring @ kitchen and basement	2	31	0.18%	\$8,000	0.18%	\$8,000			\$8,000			\$8,000
002	Barr M.S.	Tuckpoint and seal south 2-story	8	32	0.20%	\$9,000	0.20%	\$9,000			\$9,000			\$9,000
002	Barr M.S.	Replace carpet in classrooms @ 3 story	4	33	1.13%	\$50,000	1.13%	\$50,000			\$50,000			\$50,000
003	Newell	Replace two (2) wash basins by cafeteria	6	34	0.23%	\$10,000	0.23%	\$10,000			\$10,000			\$10,000
010	Wasmer	Replace four (4) wash basins	5	35	0.57%	\$25,000	0.57%	\$25,000			\$25,000			\$25,000
015	Seedling Mile	Replace existing exterior lights w/LED	6	36	0.45%	\$20,000	0.45%	\$20,000			\$20,000			\$20,000
001	GISH	Install sprinkler system @ College Street	7	37	0.68%	\$30,000	0.68%	\$30,000			\$30,000			\$30,000
001	GISH	Landscape East Stadium	10	38	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
004	Walnut M.S.	New building sign with LED display board	1	39	1.02%	\$45,000	1.02%	\$45,000					\$45,000	\$45,000
004	Walnut M.S.	Add six (6) TVs in commons	3	40	0.11%	\$5,000	0.11%	\$5,000			\$5,000			\$5,000
004	Walnut M.S.	Paint room 132	4	41	0.16%	\$7,000	0.16%	\$7,000			\$7,000			\$7,000
003	Newell	Remove tree & replace concrete @ west parking lot	5	42	0.34%	\$15,000	0.34%	\$15,000			\$15,000			\$15,000
012	Starr	Outdoor classroom	3	43	0.45%	\$20,000	0.45%	\$20,000			\$20,000			\$20,000
018	Engleman	Replace lockers in fifth grade area	2	44	0.23%	\$10,000	0.23%	\$10,000			\$10,000			\$10,000
025	CPI	Modify Aviation Lab door	1	45	0.11%	\$5,000	0.11%	\$5,000			\$5,000			\$5,000
025	CPI	Add storage room @ existing west entrance	2	46	0.11%	\$5,000	0.11%	\$5,000			\$5,000			\$5,000
050	Principal Bldg	IT Connectivity - wireless	2	47	1.13%	\$50,000	1.13%	\$50,000			\$50,000			\$50,000
TOTALS					100.00%	\$4,416,320	100.00%	\$4,416,320	\$600,000	\$1,307,070	\$1,804,250	\$0	\$705,000	\$4,416,320

Projects in Process
Completed Projects

Grant Funding
Booster Club Contribution
E-Rate Funding
Walnut Activity Fund

* Refer to the individual building pages for a cost breakdown by building



2445 M Street NW | Washington DC 20037
P 202.747.1000 | F 202.747.1010 | eab.com

November 24, 2020

Dr. Tawana Grover
Superintendent
Grand Island Public School District
PO Box 4904
Grand Island, NE 68802-4904

Program Order Form: District Leadership Forum

EAB Global, Inc. (“EAB” or “we”) appreciates the opportunity to work with Grand Island Public School District (“Organization” or “you”) in the District Leadership Forum (the “Program”) pursuant to the terms and conditions set forth in this Program Order Form.

I. Terms of Coverage

The following educational facilities will have access to the Program services, which are described in greater detail in the “Scope of Services” attached to and a part of this Program Order Form:

Grand Island Public School District

The term of the Program is outlined in the table below (the “Program Term(s)” and each year therein, a “Year”), provided that the parties may begin planning and preparing for the Program as of the execution of this Program Order Form:

	Start Date	End Date
District Leadership Forum	September 1, 2021	August 31, 2024

II. Financial Terms

EAB is pleased to provide the Program for the following fees:

Annual Fees

Program	Annual Program Fee Year 1	Annual Travel & Administrative Fee
District Leadership Forum	\$24,889	waived

Invoicing:

On or before the Start Date of the Program Term, you will make an initial payment of \$24,889, which represents the Annual Fees for Year 1. The subsequent Annual Fees, for each subsequent 12-month period, will be billed annually in advance. The Annual Program Fees for each Year beyond Year 1 of the Program Term, will increase by 2%.

This Program Order Form, together with the Master Agreement, available at <http://eab.com/terms/master> and incorporated herein by reference, forms the entire agreement between the parties with respect to the Program (and together with any other applicable

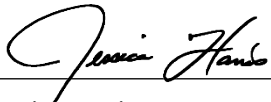


agreements or supplements, the “**Agreement**”). Each of the individuals executing this Program Order Form represents and warrants that he or she is authorized to execute the Agreement on behalf of Organization or EAB, as applicable. Notwithstanding anything to the contrary in any purchase order or other document provided by Organization, any Program provided by EAB to Organization in connection with a purchase order related to this Program Order Form is conditioned upon Organization's acceptance of the Agreement. Any additional, conflicting or different terms proffered by Organization in a purchase order or otherwise shall be deemed null and void.

To initiate Organization’s involvement in the Program, please sign this Program Order Form and return it to Allie Glenn at aglenn@eab.com no later than **December 4, 2020** (after which fees and terms set forth above are subject to change).

EAB Global, Inc.:

Grand Island Public School District:

Signature: 
Name: Jessica Harris
Title: Chief Accounting Officer
Date: 11/24/2020

Signature: _____
Name: _____
Title: _____
Date: _____



District Leadership Forum

Scope of Services

The District Leadership Forum provides district leaders and their staff innovative solutions to their biggest strategic and management challenges. From helping to educate key stakeholders across the district to accelerating consensus to supporting implementation of breakthrough ideas, the District Leadership Forum aims to achieve a tangible impact for every organization it serves.

Program Services

The District Leadership Forum program includes complete, unlimited access to the services listed below:

Strategy and Best Practice Research Studies—Comprehensive reports containing detailed profiles of dozens of innovative practices and strategies, implementation road maps, and advice. Organization facilities have unlimited access to studies.

Executive Briefings—Condensed studies meant for broad distribution to key leadership constituencies at Organization districts. Briefings will be available in unlimited quantity.

Annual Superintendent Roundtable—Two half-day sessions designed for Forum staff to present the major research findings from the year and facilitate discussion amongst superintendents on how to introduce these ideas to their own districts. Held several times throughout the year.

District Leadership Summit—Typically, a one-day session for district leaders to review our research on selected hot topics from the current year’s research and to network with peers.

On-Demand Research—Organization may assign our staff short-answer research projects on topics of interest to their districts. Organization may request as many projects as they like across the year, though the Forum requires that Organization allow us to complete a project before assigning the next.

Dedicated Advisor—An EAB staff member who serves as a primary point of contact and oversees ongoing value delivery. Your Dedicated Advisor will help you navigate EAB resources and achieve your goals for the Program.

Access to Our Experts—Forum research staff is available for unlimited telephone consultations on the terrains covered in our reports, providing hands-on support for implementation and troubleshooting. Researcher time is available at no additional cost.

Annual Webinar Series—Hour-long educational intensives facilitated by Forum staff to provide discussion and implementation support on District Leadership Forum research, without the burden of travel. Webinars are open to all employees at Organization districts.

Private Webinars—Customized educational intensives for Forum organizations on any best practice study, research topic, or implementation challenge.

The District Onsite—Once each Year, a senior Forum staff will travel to the Organization’s district to present Forum research or facilitate discussion on a particular topic or terrain to the audience of your choosing.

Online Research Database—Dedicated website for subscribing organizations, providing full access to all District Leadership Forum research as well EAB’s online archive of the more than 50 best practice studies, 2,100 research briefs, 100+ webconferences, and dozens of toolkits we have completed for postsecondary institutions.



Grand Island Public Schools

Facilities Project Costs Planning Tool

As of Thursday, July 23, 2020

MEDICAL PATHWAYS ACADEMY @ CHI ST. FRANCIS

Projected Construction Start Date TBD
 Projected Construction End Date TBD

<u>Project Revenue Source</u>			<u>Per Sq. Ft.</u>
Donation	\$2,675,000		\$127.27
Donation - JBS	\$500,000		\$23.79
Special Building Fund	\$1,000,000		\$47.58
Cares Act Grant	\$1,750,000	\$5,925,000	\$83.26
			<u>\$281.90</u>
 <u>Base Bid & Alternates</u>			
Base Bid (less self performed) 20,510 Sq. Ft.	\$3,913,308		\$186.19
Alternate 1 - Parking Lot @ CHI St. Francis (06/12/2019)	\$629,497	\$4,542,805	\$29.95
 <u>Self Performed Work</u>			
IT Infrastructure	\$80,000		\$3.81
Temperature Controls	\$65,000		\$3.09
Testing	\$25,000		\$1.19
Printing	\$25,000		\$1.19
Air Balancing	\$40,000	\$235,000	\$1.90
 <u>Change Orders/Contingency</u>			
10% of Base Bid & Alt. - Change Orders	\$454,280.54		\$21.61
To Balance Project - Contingency	\$20,253	\$474,534	\$0.96
 <u>Architectural & MEP</u>			
CMBA @ 5.81% (BB+Alt+CO+Contingency)	\$305,161		\$14.52
ETI (MEP) \$1,000,000	\$67,500	\$372,661	\$3.21
PROJECT SUBTOTAL		<u>\$5,625,000</u>	
 <u>Furniture & Equipment</u>			
Furniture and Equipment		<u>\$300,000</u>	\$14.27
Project All In Costs		<u>\$5,925,000</u>	\$281.90
Variance Between Funding and Costs		<u>\$0</u>	

LOAN AGREEMENT

THIS LOAN AGREEMENT, dated as of the ____ day of February, 2021, (this "Agreement"), is made by and between HALL COUNTY SCHOOL DISTRICT # 002 (GRAND ISLAND PUBLIC SCHOOLS), a Class III school district and a political subdivision of the State of Nebraska ("Borrower"), and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND ISLAND, a federal savings and loan association ("Lender").

WITNESSETH:

WHEREAS, Borrower has applied to Lender for a credit arrangement not exceeding the Loan Limit (as defined in Article I, Section 1 herein) (the "Loan"), to be used for the short-term financing needed for construction and acquisition of the improvements and equipment necessary for the District's Academy of Medical Sciences learning lab at CHI St Francis Medical Center with expected completion prior to October 1, 2022 (the "Project"); and

WHEREAS, seventy percent (70%) of the unexpended balance of the current existing levy of Borrower, as determined pursuant to Neb. Rev. Stat. § 79-1070, is greater than \$2,500,000.00 as of the date of this Agreement; and

WHEREAS, Borrower and Lender have negotiated the terms and conditions of, and wish to enter into, this Agreement for the purpose of setting forth the terms and conditions of the Loan.

NOW, THEREFORE, in consideration of the premises hereof, and of the mutual covenants and agreements set forth below, and for other good and valuable consideration the receipt and sufficiency of which hereby are acknowledged, Borrower and Lender agree as follows:

ARTICLE I LOAN TERMS

1. Decreasing Draw Loan. Subject to and upon the terms and conditions of this Agreement, Lender agrees, at any time and from time to time prior to the Maturity Date (as defined below), to make advances, but not readvances if prepaid, on the Loan for purposes of construction and acquisition of the Project; however, the maximum aggregate principal amount of the Loan outstanding from Lender shall not exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), minus the amount of grants, contributions or other funds for the Project received by Borrower after the date of this Agreement and designated by the donor of such funds or the Borrower for the construction and acquisition of all or a part of the Project (such amount as reduced from time to time in writing from Lender to Borrower being referred to herein as the "Loan Limit"). The Loan shall be evidenced by a Promissory Note (the "Note") delivered by Borrower to Lender. Lender will register on its internal records the amount of each advance on the Loan made by it and each payment in respect thereof.

2. Maturity Date. The Loan shall mature on February 1, 2022; however, Lender may provide an extension for up to one year thereafter if (a) the Borrower has conformed in accordance with the terms and conditions of this Loan Agreement, and (b) Borrower authorizes a renewal of this Loan Agreement by action of the Board of Education in form and substance satisfactory to Lender on or before February 1, 2022 (including a determination that the unexpended balance of the current existing levy of Borrower is greater than the Loan Limit at such time), but in no event shall such term be renewed when the Loan Limit has been reduced to \$0 hereunder (the “Maturity Date”).

3. Procedure for Advances. Subject to the terms and conditions of this Agreement, whenever Borrower desires to make a borrowing under the Note, it shall give Lender at least one (1) business day’s prior notice of each borrowing to be made hereunder, provided that any such notice shall be deemed to have been given on a certain day only if given before 3:00 P.M. on such day. Each such notice shall specify the aggregate principal amount of the requested borrowing and the date of such borrowing (which shall be a business day). Subject to the terms of this Agreement, no later than 3:00 P.M. on the date specified in each notice of borrowing, Lender will make available to Borrower at Lender’s office the aggregate amount of the borrowing.

4. Interest Rate. The Loan shall bear interest at the Prime Rate, as defined in the Note, plus fifty (50) basis points (0.50%).

5. Repayment Terms. Interest-only payments shall be made by Borrower to Lender on the first day of each month, commencing on March 1, 2021, as provided in the Note. All principal, together with interest thereon, shall be paid on the Maturity Date. Borrower shall be allowed to make prepayments of principal in full or in part at any time during the Term of the Loan without penalty or premium.

ARTICLE II LOAN DOCUMENTS

“Loan Documents” means this Agreement, the Note and any other agreements, documents, instruments, resolutions or certificates related to the Loan, whether executed prior to, at or after the closing, as the same may be amended, supplemented or modified, in writing, from time to time.

ARTICLE III REPRESENTATIONS AND WARRANTIES OF BORROWER

Borrower hereby represents and warrants to Lender (which representations and warranties shall be deemed continuing and restated at the time of each advance) as follows:

1. Organization Status. Borrower is a Class III school district and a political subdivision and validly existing under the laws of the State of Nebraska.

2. Authority to Enter into Loan Documents. Borrower has full authority to enter into this Agreement and the other Loan Documents and consummate the transactions contemplated hereby and thereby.

3. Validity of Loan Documents. The execution, delivery and performance by Borrower of the Loan Documents have been duly authorized by Borrower and approved by those persons having proper authority. The Loan Documents are in all respects legal, valid and binding according to their terms.

4. Financial Statements. The financial statements of Borrower heretofore delivered to Lender are true and correct in all material respects, and fairly present the financial condition of Borrower as of the respective dates thereof, and no material adverse change has occurred in the financial condition reflected therein since the respective dates thereof that would affect Borrower's performance under this Agreement, the Note or any other Loan Documents.

5. Conflicting Transactions of Borrower. The consummation of the transactions hereby contemplated and the performance of the obligations of Borrower under and by virtue of the Loan Documents will not result in any breach of, or constitute a default under any law, any restriction or any agreement or instrument to which Borrower is a party or by which it may be bound or affected.

6. Pending Litigation. There are no actions, suits, or proceedings pending, or to the knowledge of Borrower threatened against or affecting it or involving the validity or enforceability of any of the Loan Documents at law or in equity, or before or by any governmental authority.

7. No Event of Default. As of the date of this Agreement, and as of the date of each advance hereunder, there is no Event of Default under this Agreement, the Note or any other Loan Document, nor any event which would become an Event of Default but for the passage of time or the giving of notice or both.

ARTICLE IV COVENANTS OF BORROWER

Borrower hereby covenants and agrees with Lender as follows:

1. Expenses. To pay all costs of closing the Loan contemplated hereunder and all expenses of Lender with respect thereto, including but not limited to reasonable attorneys' fees (including attorneys' fees incurred by Lender subsequent to the closing of the Loan in connection with the disbursement, administration, collection, restructure, amendment or transfer of the Loan), advances, recording expenses, brokerage commissions, and claims of brokerage, documentary stamps and other fees, and similar items, and to allow all closing papers, loan documents and other legal matters to be subject to the approval of Lender's attorneys.

2. Books and Records. To keep and maintain proper and accurate books, records and accounts reflecting all items of income and expenses of Borrower; and, upon the request of Lender, to make such books, records and accounts immediately available to Lender for inspection. Such right to inspection shall be available to Lender upon an

Event of Default with twenty-four (24) hours' prior notice. Such inspection shall be in an office designated by Lender and Borrower shall be entitled to have a representative of Borrower present during such inspection.

3. Financial Information; Reporting. Borrower shall at all times comply with the following until such time as the Loan has been paid in full:

(i) On or before May 15, 2021, and within fifteen (15) days after the end of every other month thereafter, Borrower shall provide to Lender a progress report of the receipt of grants, contributions or other funds (by Borrower or the Grand Island Public Schools Foundation) designated by the donor of such funds or the Borrower for the construction or acquisition of the Project.

(ii) No later than December 1, 2021, Borrower shall provide to Lender its annual financial statements for the prior fiscal year, as audited by an independent certified professional accountant. Such financial statements shall be prepared in accordance with auditing standards generally accepted in the United States of America, using the modified cash basis of accounting, and shall be in a form acceptable to Lender.

(iii) No later than September 30, 2021, Borrower shall provide to Lender its annual budget for the next fiscal year, as approved by Borrower's Board of Education.

(iv) Borrower shall provide such other financial reports or information as Lender may reasonably request in writing from time to time.

4. Depository Relationship. Borrower is not required to maintain a depository relationship with Lender throughout the term of the Loan, but establishing an account with Lender may help to facilitate any advances of the Loan.

ARTICLE V DEFAULTS

An "Event of Default" shall be deemed to have occurred hereunder if:

1. Excess Borrowing. The principal amount outstanding on the Loan at any time exceeds the Loan Limit; however, Borrower will have ten (10) days, after written notice from Lender, to cure the Event of Default.

2. Monetary Default. There is any failure to make any principal or interest payment or any other monetary payment when due as required in this Agreement, the Note or any other Loan Document.

3. Non-Monetary Defaults. Any non-monetary default occurring under this Agreement, the Note or any other Loan Document which is not cured within ten (10) days after receipt of written notice of same from Lender, to observe or perform any non-monetary covenant or condition as contained in this Agreement, the Note or any other Loan Document.

4. Breach of Warranty. Any warranties, representations or covenants made or agreed to be made in any of the Loan Documents shall be breached in any material

respect by Borrower or shall prove to be false or misleading which are not cured within fifteen (15) days of written notice to Borrower of such alleged breach.

5. Material Adverse Change. Borrower shall suffer any material adverse change in financial condition as a result of which, in the opinion of Lender, Lender deems itself insecure such that a default is imminent or has occurred, or which could impair the ability of Borrower to pay all amounts due under the Note.

6. Bankruptcy or Insolvency of Borrower.

(i) The filing by Borrower of a voluntary petition in bankruptcy for adjudication as a bankrupt or insolvent, or the filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or of all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or

(ii) The failure to discharge within sixty (60) days of filing a petition filed against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation or dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower, or of all or any substantial part of Borrower's assets, or of any or all of the rents, revenues, issues, earnings, profits or income thereof, without the consent or acquiescence of Borrower.

8. Assignment for the Benefit of Creditors. Borrower shall make a general assignment for the benefit of creditors.

9. Failure to Disprove Default. Lender shall reasonably suspect the occurrence of one or more of the above said Events of Default and Borrower, upon request of Lender, shall fail to provide evidence reasonably satisfactory to Lender that such event or Events of Default have not, in fact, occurred.

ARTICLE VI REMEDIES OF LENDER

Upon the occurrence of any one or more of the Events of Default set out in Article V hereof, Lender shall at its option be entitled, in addition to and not in lieu of the remedies provided for in the Note or other documents executed in connection with the Loan, to proceed to exercise any of the following remedies:

1. Cancel and terminate this Agreement and not disburse any additional funds to Borrower pursuant to this Agreement or the Note.

2. Accelerate payment of the Note whereupon Borrower agrees, upon written request of Lender, to immediately pay to Lender all of the outstanding principal and unpaid interest and other charges due pursuant to the terms of this Agreement and the Note.

3. Commence a legal or equitable action to enforce performance of this Agreement and the Note.

4. Exercise any other rights or remedies Lender may have under the Loan Documents referred to in this Agreement or executed in connection with the Loan which may be available under applicable law.

ARTICLE VII MISCELLANEOUS

1. No Partnership or Joint Venture. Nothing herein nor the acts of the parties hereto shall be construed to create a partnership or joint venture between Borrower and Lender.

2. No Assignment by Borrower. Neither this Agreement nor the right to receive any advances to be made by Lender may be assigned by Borrower without the prior written consent of Lender. If Lender approves an assignment hereof by Borrower, Lender shall be entitled to make advances to such assignee and such advances shall be evidenced by the Note and secured by the Loan Documents. Borrower shall remain liable for payment of all sums advanced hereunder before and after such assignment.

3. Delivery of Loan Documents. All of the Loan Documents have been, or will be, duly executed and delivered to Lender and any recordable Loan Documents, as applicable, have been or will be recorded in the appropriate public offices.

4. Additional Items. Notwithstanding anything contained in this Agreement to the contrary, prior to any advance on the Loan, Borrower shall have submitted the following additional items to Lender unless otherwise agreed to by Lender:

- (i) Borrower's federal taxpayer identification number;
- (ii) All organizational documents of Borrower;
- (iii) An incumbency certificate, specifying by name and title the officers and Board members of Borrower, certified by an appropriate person or other authorized individual; and
- (iv) Certified resolutions of the Board of Education of Borrower authorizing the execution and delivery of the Loan Documents;
- (v) Any and all other documents deemed necessary or desirable by Lender for the consummation of the transaction contemplated herein.

5. Waiver. In the event of any litigation to enforce or interpret any of the provisions of the Note, or this Agreement, or any of the Loan Documents, or any

combination thereof, Borrower hereby waives any and all right to demand a jury trial on any of the issues.

ARTICLE VIII GENERAL CONDITIONS

The following conditions shall be applicable throughout the term of this Agreement:

1. Rights of Third Parties. All conditions of the obligations of Lender hereunder, including the obligation to make advances, are imposed solely and exclusively for the benefit of Lender, its successors and assigns, and no other person shall have standing to require satisfaction of such conditions in accordance with their terms or be entitled to assume that Lender will refuse to make advances in the absence of strict compliance with any or all thereof, and no other person shall, under any circumstances, be deemed to be a beneficiary of such conditions, any and all of which may be freely waived in whole or in part by Lender at any time if in its sole discretion it deems it desirable to do so.

2. Evidence of Satisfaction of Conditions. Any condition of this Agreement which requires the submission of evidence of the existence or nonexistence of a specified fact or facts implies as a condition the existence or nonexistence, as the case may be, of such fact or facts, and Lender shall at all times be free independently to establish to its satisfaction and in its absolute reasonable discretion such existence or nonexistence.

3. Assignment. Lender shall have the unconditional right to assign all or any part of its interest hereunder to any third party.

4. Successors and Assigns Included in Parties. Whenever in this Agreement one of the parties hereto is named or referred to, legal representatives, successors, and assigns of such parties shall be included, and all covenants and agreements contained in this Agreement by or on behalf of Borrower or by or on behalf of Lender shall bind and inure to the benefit of their respective legal representatives, successors and assigns whether so expressed or not.

5. Headings. The headings of the sections, paragraphs and subdivisions of this Agreement are for the convenience of reference only, are not to be considered a part hereof and shall not limit or otherwise affect any of the terms hereof.

6. Invalid Provisions to Affect No Others. In fulfillment of any provision hereof or any transaction related hereto at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then ipso facto, the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provision herein contained operates or would prospectively operate to invalidate this Agreement in whole or in part, then such clause or provision only shall be held for naught as though not herein contained, and the remainder of this Agreement shall remain operative and in full force and effect.

7. Number and Gender. Whenever the singular or plural number, masculine or feminine, or neuter gender is used herein, it shall equally include the other.

8. Amendments. Neither this Agreement nor any provision hereof may be changed, waived, discharged or terminated orally, but only by instrument in writing signed by the party against whom enforcement of the change, waiver, discharge or termination is sought.

9. Entire Agreement. This Agreement and the documents expressly referred to herein or otherwise executed in connection herewith embody the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings relating to the subject matter.

10. Notice.

(a) All notices given hereunder shall be in writing and addressed as follows:

Borrower: Grand Island Public Schools
Attn: Chief Financial Officer
P.O. Box 4904
Grand Island, Nebraska 68802

Lender: Home Federal Bank
Attn: Business Banking
221 S. Locust Street
Grand Island, Nebraska 68801

(b) Any notice, report, demand or other instrument authorized or required to be given or furnished under this Agreement to Borrower or Lender shall be deemed given or furnished when addressed to the party intended to receive the same, at the above address and delivered at such address (by hand delivery or by expedited courier) or deposited in the United States mail as first class certified mail, return receipt requested, postage paid, whether or not the same is actually received by such party.

(c) Each party may change the address to which any such notice, report, demand or other instrument is to be delivered or mailed, by furnishing written notice of such change to the other party, but no such notice of change shall be effective unless and until received by such other party.

(d) Notwithstanding anything in this instrument to the contrary, all requirements of notice shall be deemed inapplicable if Lender is prevented from giving such notice by bankruptcy or any other applicable law. In such event, the cure period if any, shall then run from the occurrence of the event or condition of default rather than from the date of notice.

11. Governing Law. This Agreement shall be governed by and construed according to the laws of the State of Nebraska.

[Signature Page Follows]

A CREDIT AGREEMENT MUST BE IN WRITING TO BE ENFORCEABLE UNDER NEBRASKA LAW. TO PROTECT THE PARTIES FROM ANY MISUNDERSTANDINGS OR DISAPPOINTMENTS, ANY CONTRACT, PROMISE, UNDERTAKING OR OFFER TO FOREBEAR REPAYMENT OF MONEY OR TO MAKE ANY OTHER FINANCIAL ACCOMMODATION IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, OR ANY AMENDMENT OF, CANCELLATION OF, WAIVER OF, OR SUBSTITUTION FOR ANY OR ALL OF THE TERMS OR PROVISIONS OF ANY INSTRUMENT OR DOCUMENT EXECUTED IN CONNECTION WITH THIS LOAN OF MONEY OR GRANT OR EXTENSION OF CREDIT, MUST BE IN WRITING TO BE EFFECTIVE.

IN WITNESS WHEREOF, Borrower and Lender have executed this Agreement as of the day and year first above written.

BORROWER:

HALL COUNTY SCHOOL DISTRICT #002
(GRAND ISLAND PUBLIC SCHOOLS)

By: _____

Name: _____

Title: _____

LENDER:

HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GRAND ISLAND

By: _____

Name: _____

Title: _____

PROMISSORY NOTE

Borrower: **HALL COUNTY SCHOOL DISTRICT #002
(GRAND ISLAND PUBLIC SCHOOLS)
P.O. Box 4904
Grand Island, Nebraska 68802**

Lender: **HOME FEDERAL SAVINGS AND LOAN
ASSOCIATION OF GRAND ISLAND
221 South Locust Street
Grand Island, Nebraska 68801**

Principal Amount: **\$2,500,000.00**

Lender's Note Number: **17767100**

Date of Note: **February 11, 2021**

PROMISE TO PAY. HALL COUNTY SCHOOL DISTRICT #002 (GRAND ISLAND PUBLIC SCHOOLS), a Class III school district and a political subdivision of the State of Nebraska ("Borrower"), promises to pay to HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND ISLAND, a federal savings and loan association ("Lender"), or order, in lawful money of the United States of America, the principal amount of Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), or so much as may be outstanding, together with interest on the unpaid outstanding principal balance of each advance. Interest shall be calculated from the date of each advance until repayment of each advance.

LOAN AGREEMENT. This promissory note (this "Note") is delivered by Borrower pursuant to the terms of that certain Loan Agreement, of even date herewith, by and between Borrower and Lender. Lender's obligation to make advances to Borrower pursuant to this Note is subject in all respects to the terms and conditions set forth in the Loan Agreement. Capitalized terms used in this Note, but not defined herein, shall have the meanings given to such terms in the Loan Agreement.

PAYMENT. Interest is payable beginning March 1, 2021, and on the first day of each month thereafter, plus a final interest payment with the final payment of principal. Principal is payable and this Note shall mature on February 1, 2022; however, Lender may provide an extension for up to one year thereafter if (a) the Borrower has conformed in accordance with the terms and conditions of the Loan Agreement, (b) the Borrower repays the Loan to \$0 on a date preceding February 1, and (c) authorizes a renewal of this Note by action of the Board of Education in form and substance satisfactory to Lender on or before February 1, 2022 (including a determination that the then unexpended balance of the current existing levy of Borrower is greater than the Loan

Limit at such time), but in no event shall this Note be renewed when the Loan Limit has been reduced to \$0 (the “Maturity Date”). Borrower will make payments due to Lender pursuant to this Note at Lender’s address shown above or at such other place as Lender may designate in writing.

VARIABLE INTEREST RATE. The interest rate on this Note is subject to change from time to time based on changes in an independent index, which is the Wall Street Prime (the “Index”). The Index is not necessarily the lowest rate charged by Lender on its loans. If the Index becomes unavailable during the term of this loan, Lender may designate a substitute index after notifying Borrower. Lender will tell Borrower the current Index rate upon Borrower’s request. The interest rate change will not occur more often than each day. Borrower understands that Lender may make loans based on other rates as well. **The Index currently is 3.25% per annum.** Interest on the unpaid principal balance of this Note will be calculated as described in the “INTEREST CALCULATION METHOD” paragraph using a rate of 0.50 percentage points above the Index, resulting in an initial rate of 3.75% per annum based on a year of 360 days. NOTICE: Under no circumstances will the interest rate on this Note be more than the maximum rate allowed by applicable law.

INTEREST CALCULATION METHOD. Interest on this Note shall be computed on a 365/360 basis; that is, by applying the ratio of the interest rate over a year of 360 days, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding. All interest payable under this Note is computed using this method.

PREPAYMENT. Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower’s obligation to continue to make payments. Rather, early payments will reduce the principal balance due. Borrower agrees not to send Lender payments marked “paid in full”, “without recourse” or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender’s rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. **All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes “payment in full” of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: Home Federal Bank, 221 S. Locust St, Grand Island, NE 68801.**

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, the interest rate on this Note shall be increased to 10.00% per annum based on a year of 360 days. However, in no event will the interest rate exceed the maximum interest rate limitations under applicable law.

DEFAULT. Each of the following shall constitute an event of default (“Event of Default”) under this Note:

Excess Borrowing. The principal amount outstanding on this Note at any time exceeds the Loan Limit (as defined in the Loan Agreement).

Monetary Default. There is any failure to make any principal or interest payment or any other monetary payment when due as required in this Note, the Loan Agreement or any other Loan Document (as defined in the Loan Agreement).

Non-Monetary Defaults. Any non-monetary default occurring under this Note, the Loan Agreement or any other Loan Document which is not cured within fifteen (15) days after receipt of written notice of same from Lender, to observe or perform any non-monetary covenant or condition as contained in this Note, the Loan Agreement or any other Loan Document.

Breach of Warranty. Any warranties, representations or covenants made or agreed to be made in this Note, the Loan Agreement or any other Loan Document shall be breached in any material respect by Borrower or shall prove to be false or misleading which are not cured within fifteen (15) days of written notice to Borrower of such alleged breach.

Material Adverse Change. Borrower shall suffer any material adverse change in financial condition as a result of which, in the opinion of Lender, Lender deems itself insecure such that a default is imminent or has occurred, or which could impair the ability of Borrower to pay all amounts due under this Note.

Bankruptcy or Insolvency of Borrower.

- (a) The filing by Borrower of a voluntary petition in bankruptcy for adjudication as a bankrupt or insolvent, or the filing by Borrower of any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or Borrower's seeking or consenting to or acquiescence in the appointment of any trustee, receiver or liquidator of Borrower or of all of the rents, revenues, issues, earnings, profits or income thereof, or the making of any general assignment for the benefit of creditors, or the admission in writing of its inability to pay its debts generally as they become due; or
- (b) The failure to discharge within sixty (60) days of filing a petition filed against Borrower seeking any reorganization, arrangement, composition, readjustment, liquidation or dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, receiver or liquidator of Borrower, or of all or any substantial part of Borrower's assets, or of any or all of the rents, revenues, issues, earnings, profits or income thereof, without the consent or acquiescence of Borrower.

Assignment for the Benefit of Creditors. Borrower shall make a general assignment for the benefit of creditors.

Failure to Disprove Default. Lender shall reasonably suspect the occurrence of one or more of the above said Events of Default and Borrower, upon request of Lender, shall fail to provide evidence reasonably satisfactory to Lender that such event or Events of Default have not, in fact, occurred.

LENDER'S RIGHTS. Upon default, Lender may declare the entire unpaid principal balance under this Note and all accrued unpaid interest immediately due, and then Borrower will pay that amount.

ATTORNEYS' FEES; EXPENSES. Lender may hire or pay someone else to help collect this Note if Borrower does not pay. Borrower will pay Lender that amount. This includes, subject to any limits under applicable law, Lender's attorneys' fees and Lender's legal expenses, whether or not there is a lawsuit, including attorneys' fees, expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunction), and appeals. If not prohibited by applicable law, Borrower also will pay any court costs, in addition to all other sums provided by law.

GOVERNING LAW. **This Note will be governed by federal law applicable to Lender and, to the extent not preempted by federal law, the laws of the State of Nebraska without regard to its conflicts of law provisions. This Note has been accepted by Lender in the State of Nebraska.**

RIGHT OF SETOFF. To the extent permitted by applicable law, Lender reserves a right of setoff in all Borrower's accounts with Lender (whether checking, savings or some other account). This includes all accounts Borrower holds jointly with someone else and all accounts Borrower may open in the future. However, this does not include any IRA or Keogh accounts, or any trust accounts for which setoff would be prohibited by law. Borrower authorizes Lender, to the extent permitted by applicable law, to charge or setoff all sums owing on the Indebtedness against any and all such accounts.

DECREASING DRAW LOAN. This Note evidences a draw loan in which the maximum amount of the Loan may decrease during the term of the Note, according to the terms of the Loan Agreement. Advances under this Note, as well as directions for payment from Borrower's account(s), may be requested orally or in writing by Borrower or by an authorized person. Lender may, but need not, require that all oral requests be confirmed in writing. Borrower agrees to be liable for all sums either: (A) advanced in accordance with the instructions of an authorized person; or (B) credited to Borrower's accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender's internal records, including daily computer print-outs. Lender will have no obligation to advance funds under this Note if: (A) Borrower is in default under the terms of this Note or any agreement that Borrower has with Lender, including the Loan Agreement and any other agreement made in connection with the signing of this Note; (B) Borrower ceases doing business or is insolvent; or (C) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender. One of the following parties is authorized to request advances under the line of credit until Lender receives from Borrower at Lender's address shown above written notice of revocation of their authority: President of the Board of Education, Superintendent, and Chief Financial Officer of the District.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower's heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender's security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS NOTE.

BORROWER:

HALL COUNTY SCHOOL DISTRICT #002
(GRAND ISLAND PUBLIC SCHOOLS)

By: _____

Name: _____

Title: _____

SECRETARY'S CERTIFICATE

Reference is made to the Loan Agreement dated February ____, 2021 (the "Loan Agreement"), by and between HALL COUNTY SCHOOL DISTRICT #002 (GRAND ISLAND PUBLIC SCHOOLS), a Class III school district and a political subdivision of the State of Nebraska ("Borrower"), and HOME FEDERAL SAVINGS AND LOAN ASSOCIATION OF GRAND ISLAND, a federal savings and loan association ("Lender"). Terms defined in the Loan Agreement are used herein with the same meanings.

The undersigned hereby certifies to Lender that he is now, and at all times mentioned herein has been, the duly elected, qualified and acting Secretary of Borrower, and that, as such, the undersigned is authorized to execute this Secretary's Certificate on behalf of Borrower and has access to, and is familiar with, the records of Borrower, and that:

(a) Borrower is a Class III school district and a political subdivision of the State of Nebraska. Borrower's federal taxpayer identification number is 47-6003169.

(b) Attached hereto as Exhibit A is a true and correct copy of a resolution (the "Authorizing Measure"), which has been duly adopted by the Board of Education of Borrower, approving the Loan Agreement and the execution, delivery and performance of the documents contemplated therein. Such Authorizing Measure is in full force and effect as of the date hereof and has not been amended or modified.

(c) The meeting of the Board of Education reflected in the Authorizing Measure was at all times open to the public and was preceded by advance publicized notice duly given pursuant to and in compliance with the provisions of the Open Meetings Act, Chapter 84, Article 14, Revised Statutes of Nebraska, as amended; all of the subjects included in the Authorizing Measure were contained in the agenda for the meeting shown, which agenda was kept continually current and readily available for public inspection at the office of Borrower for such meeting; such subject was contained in said agenda for at least twenty-four (24) hours prior to the meeting; a current copy of the Open Meetings Act was available and accessible to members of the public, posted during the meeting reflected in the Authorizing Measure in the room in which such meeting was held and all in attendance at such meeting were informed that such copy of the Open Meetings Act was available for review and were informed of the location of such copy in the room in which such meeting was being held; at least one copy of all ordinances, resolutions and other reproducible written materials, for which actions were shown in said proceedings, was made available for examination and copying by the members of the public at the meeting in which such actions were taken; the minutes of the Board of Education, from which the Authorizing Measure has been extracted, were in written form and available for public inspection within ten working days and prior to the next convened meeting of said body; and all news media requesting notification of meetings of said body were provided with advance notice of the time and place of such meeting and the subjects to be discussed.

(d) The following named individuals are duly elected or appointed, qualified and acting officers of Borrower, holding on the date hereof and at the times relevant to the transactions described in the Authorizing Measure, the offices of Borrower set forth opposite their respective names, and the signatures set forth opposite the respective names and titles of said officers, to the extent shown, are their true, authentic signatures:

<u>Name</u>	<u>Title</u>	<u>Specimen Signature</u>
Dr. Tawana Grover	Superintendent	_____
Bonnie M. Hinkle	President of the Board of Education	_____
Virgil Harden	Chief Financial Officer	_____

(e) The Loan Agreement, the Note and the other Loan Documents have been executed and delivered in the name and on behalf of Borrower by its duly authorized officers, pursuant to and in full compliance with the Authorizing Measure.

IN WITNESS WHEREOF, I have hereunto signed my name this ____ day of February, 2021.

Secretary

I, Bonnie M. Hinkle, hereby certify that I am now the duly elected, qualified and acting President of Borrower; that the person executing and delivering the foregoing Secretary's Certificate is the person duly elected, qualified and acting Secretary of Borrower; and that the signature set forth above is such person's correct signature; and that the certifications set forth above are true and correct as the date hereof.

IN WITNESS WHEREOF, I have hereunto signed my name this ____ day of February, 2021.

Bonnie M. Hinkle, President

EXHIBIT A

BOARD OF EDUCATION RESOLUTION

BE IT RESOLVED by the Board of Education of HALL COUNTY SCHOOL DISTRICT #002 (GRAND ISLAND PUBLIC SCHOOLS), a Class III school district and a political subdivision of the State of Nebraska (the "School District"), as follows:

1. The Board of Education hereby finds and determines that it is necessary for the School District to borrow money pursuant to Neb. Rev. Stat. § 79-1070 in order to finance construction and acquisition of the improvements and equipment necessary for the District's Academy of Medical Sciences learning lab at CHI St Francis Medical Center (the "Project"); that for purposes of the School District's current fiscal year there was levied for the District \$44,320,855; that the seventy percent of the unexpended balance of the District's current existing levy exceeds \$20,000,000; that as of the date hereof, there are no registered warrants or notes of the District outstanding against said levy; that further the School District has no loan agreements currently outstanding or in effect pursuant to Neb. Rev. Stat. § 79-1070; that in order to enable the School District to provide short term financing needed for construction and acquisition of the Project, it is necessary and advisable for the School District to enter into a loan agreement with Home Federal Savings and Loan Association of Grand Island ("Home Federal Bank"), as provided under Neb. Rev. Stat. § 79-1070, for the borrowing of amounts not to exceed Two Million Five Hundred Thousand and No/100 Dollars (\$2,500,000.00), minus the amount of grants, contributions or other funds for the Project received by Borrower after the date of the loan agreement authorized by this resolution and designated by the donor

of such funds or the Borrower for the construction and acquisition of all or a part of the Project (the "Loan Limit").

2. For the purpose of paying the costs of construction and acquisition of the Project, this School District is hereby authorized to borrow from Home Federal Bank, in a maximum amount not to exceed the Loan Limit. For purposes of governing such loan, the School District shall enter into a Loan Agreement with Home Federal Bank, and the form for such Loan Agreement is hereby approved, and the appropriate officers of the School District are hereby authorized to execute and deliver on behalf of the School District said Loan Agreement, including necessary counterparts, as such officers shall seem necessary, desirable or appropriate for and on behalf of the School District, and said officers, or any one of them, are further authorized and directed to execute and deliver any other documents or certificates and do all other things necessary or appropriate to carry out such borrowing.

3. The Loan Agreement shall be registered with the Treasurer of the School District, as provided by Neb. Rev. Stat. § 79-1070. Any monies borrowed under said Loan Agreement shall be payable out of the funds collected or to be collected upon the current existing levy of the School District.

ADOPTED this ____ day of February, 2021

HALL COUNTY SCHOOL DISTRICT #002
(GRAND ISLAND PUBLIC SCHOOLS)

President

Secretary

AIRCRAFT RENTAL AGREEMENT

THIS AIRCRAFT RENTAL AGREEMENT ("Agreement") is made and entered into as of the 11th day of February, 2021 by and between Trego/Dugan Aviation of Grand Island, Inc. (FBO) with its principal offices located at Grand Island, NE (GRI) and Hall County School District #2, a/k/a Grand Island Public Schools, with an address of 123 S. Webb Road, PO Box 4904, Grand Island, NE 68803 ("Renter"). For purposes of this Agreement, FBO and Renter may, from time to time, be individually referred to as a "Party" and collectively as the "Parties". In addition, for purposes of this Agreement, references to either Party include their respective employees.

In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the Parties hereby agree as follows:

1a. Use of Aircraft. Subject to Renter's adherence to the provisions of Sub-Article 1b of this Agreement, FBO hereby authorizes Renter to use and operate on a non-dedicated, non-exclusive basis, those aircraft which are owned or leased by FBO and offered for solo rental which are located at FBO's facility at Central Nebraska Regional Airport, Grand Island, NE (GRI) which Renter is qualified to operate consistent with prevailing and applicable Federal Aviation Regulations (FARs) and for which Renter has satisfactorily passed one or more flight checks to demonstrate sufficient airmanship competency to FBO's reasonable satisfaction to operate as pilot-in-command of same (collectively hereinafter, the "Aircraft"). Those Aircraft which Renter is authorized to operate (including charges for its use) along with Renter's required personal data is memorialized in the "Renter's Data Form", attached hereto and incorporated herein as Exhibit A. The Renter's Data Form will be updated by FBO as modifications and/or updates warrant, with each amendment to the Renter's Data Form hereinafter replacing the previous version of Exhibit A and thereafter incorporated and made a part of this Agreement.

1b. Aircraft Usage Policies and Procedures. As a material condition of this Agreement, Renter shall adhere at all times to FBO's Aircraft rental policies and procedures, which are attached hereto and incorporated herein as Exhibit B. Any breach by Renter of such policies and procedures shall be deemed to be a default under this Agreement and be grounds for termination of this Agreement and all rental privileges extended hereunder. FBO reserves the right to amend the contents of Exhibit B at any time and without advance notice to Renter; provided, however, Renter shall be furnished a written copy of any amended Exhibit B, which, upon receipt of same by Renter, shall act to amend this Agreement accordingly and replace with immediate effect the then prevailing version of Exhibit B. Renter shall abide by any revisions to the policies and procedures of Exhibit B consistent with receipt of same.

2. Term. The term of this Agreement shall be for a period of twelve (12) months, commencing February 11, 2021 and continuing through February 10, 2022, and month to month thereafter, unless earlier terminated for cause under the provisions of this Agreement ("Term"). Notwithstanding the foregoing, FBO may terminate this Agreement either (a) for convenience, with thirty (30) days advance written notice to the Renter; or (b) pursuant to the default provisions set forth herein.

3. Property Rights Not Created. Nothing in this Agreement shall be construed or deemed to constitute a grant of an interest or ownership in any Aircraft or to convey an estate or to vest property rights in the Renter in any manner.

4a. Return of Aircraft. Weather conditions permitting, Renter will return the Aircraft at the agreed upon date and time and in the same condition that Renter accepted the Aircraft at the time of rental.

4b. Recovery of Aircraft by FBO. Should Renter abandon the Aircraft or otherwise breach a material condition of this Agreement during any rental period, FBO reserves the right to take immediate possession of the Aircraft, irrespective of its physical location, without notice or legal process. Renter shall indemnify FBO for any and all costs, including without limitation, all attorneys' fees, incurred as a result of such Aircraft recovery efforts and expressly waives any rights to claims (either direct or indirect) for damages, trespass or objection to forcible entry or detainer due to repossession of the Aircraft by FBO.

5. Securing of Aircraft. During such time as Renter has care, custody and control, it shall ensure the Aircraft is properly secured during such periods it is left unattended, including, but not limited to, the insertion of chocks, pitot tube covers and control column and rudder gust locks, application of parking brake, the closing of windows and securing of tie-down ropes. Additionally, Renter shall ensure the Aircraft is locked at all times it is unattended and that the master switch and ignition are confirmed to be in the "off" position. It is expressly agreed and understood by Renter that under no circumstances shall FBO be liable for any lost, stolen or damaged personal property stored in the Aircraft at any time and at any airport location. Renter agrees to utilize its best reasonable efforts to oversee any towing or repositioning of the Aircraft which may take place at other airports during such time the Aircraft is in Renter's possession.

6. Performance of Aircraft Maintenance. Except in those instances when FBO conveys its express consent, at no time shall Renter attempt to repair or replace any part, component, system, equipment or accessory of the Aircraft during such time it is in Renter's care, custody and control. In the event of an Aircraft mechanical problem or other issue which serves to render the Aircraft unserviceable in some manner, Renter shall immediately communicate the problem to FBO via telephone and wait for instructions or authorization to proceed with required repairs. Renter may be required to pay for such repair services and seek reimbursement upon the return of the Aircraft to the Airport. Renter understands that it shall be liable for any Aircraft repair costs not expressly authorized in advance by FBO.

7. Reporting of Aircraft Damage and Accidents. Renter agrees to immediately report to FBO (and applicable local authorities) all Aircraft damage, regardless of degree or nature, or if the Aircraft is involved in an accident. Renter shall obtain the names and addresses of all witnesses and involved parties and convey such information to FBO. The Renter, to the fullest extent possible, shall safeguard the Aircraft to ensure no additional damage is incurred and, to the extent possible, ensure the Aircraft is not moved, unless directed so by local authorities with jurisdiction. Renter shall fully cooperate with all officials investigating any incident involving the Aircraft, including those of local law enforcement, the Federal Aviation Administration (FAA) and the National Transportation Safety Board.

For the avoidance of doubt, Renter, in conjunction with its timely and proper performance of a pre-flight inspection prior to each rental of the Aircraft, is responsible for reporting any Aircraft damage to FBO prior to departure from the Airport, it being expressly understood that Renter shall be held fully liable for any and all unreported Aircraft damage subsequently discovered or reported to FBO.

8. Agreement Subordination to Master Lease. It is expressly agreed and understood by Renter this Agreement shall be subordinate at all times to the lease and operating agreement in effect between FBO and the governing agency of the Airport.

9. Prohibition Against Assignment or Transfer. This Agreement is between the Parties and Renter agrees that it shall not pledge, encumber, sell, assign or transfer this Agreement, in whole or in part, by operation of law or otherwise under any circumstances. Any attempted assignment or transfer of this Agreement in violation of the preceding sentence shall be deemed null and void. Renter shall not take any action or suffer action to be taken which has the effect of transferring any rights herein to any person or legal representative whether by operation of law or otherwise.

10. FBO's Truth-In-Leasing. FBO represents to Renter the Aircraft is made available to Renter in an airworthy condition and compliant with all applicable advisory circulars, airworthiness directives and original equipment manufacturers (OEM) recommended maintenance schedules. FBO further represents the Aircraft has been maintained and inspected in accordance with the requirements of FAR Part 91. Notwithstanding the foregoing, Renter expressly acknowledges that it, and not FBO, is solely responsible for the proper operation of the Aircraft while Renter is acting as pilot-in-command. Each Party is responsible for the proper and timely performance of its Aircraft obligations and compliance with applicable FARs at all times. Renter further acknowledges that an explanation of factors bearing on its operational control of the Aircraft and pertinent FARs can be obtained from the local General Aviation District Office (GADO).

11. Disclaimer of Warranty. EXCEPTING FBO'S REPRESENTATION AS SET FORTH IN ARTICLE 10 OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT FBO HAS NOT MADE NOR WILL MAKE ANY WARRANTIES TO RENTER WITH RESPECT TO THE SUITABILITY OR MERCHANTABILITY OF THE AIRCRAFT FOR ANY PARTICULAR RENTER PURPOSE, DESIGN, QUALITY OR CAPACITY OF THE AIRCRAFT AND RENTS THE AIRCRAFT TO RENTER IN AN "AS IS, WHERE IS" CONDITION.

12. Alterations. Renter shall not make or install any alterations to the Aircraft nor make any improvements nor otherwise authorize the making or performance of any alterations, additions, installations or improvements or other physical changes to the Aircraft, inclusive of signage.

13a. FBO Insurance Coverage. FBO represents to Renter that it has and will maintain at all times during the term of this Agreement, liability insurance on the Aircraft in the amount of Three Million Dollars (\$3,000,000) per occurrence from an insurance carrier(s) authorized to conduct business in the State of Nebraska. Such coverage includes third party bodily injury and property damage liability. Additionally, FBO maintains, for its sole benefit and interest, all-risk hull insurance on the Aircraft. Renter shall remain responsible to FBO's insurer for any Aircraft damage requiring payment of a claim by the FBO's insurer, subject to the indemnification provisions set forth in Article 15 of this Agreement.

13b. Renter's Insurance Coverage. As a material condition for FBO to agree to enter into this Agreement, Renter agrees to procure and maintain, from a financially solvent insurance carrier authorized to conduct business in the State of Nebraska, Aircraft Renter's Liability Insurance in a minimum amount of Twenty-Five Million Dollars (\$25,000,000), inclusive of physical damage liability in an amount equal to the Aircraft's hull replacement value. FBO shall be furnished a duly executed certificate of insurance evidencing such coverage. The failure of FBO to obtain such insurance certificate or other evidence of insurance from the Renter shall not be deemed a waiver of the requirements of this Sub-Article 14b. Non-conforming insurance shall not relieve Renter of its obligation to provide the insurance specified herein. Nonfulfillment of the insurance

conditions by Renter hereunder shall constitute a material breach of this Agreement and FBO retains the right to suspend the Agreement until proper evidence of insurance is provided or, in the continued absence of such insurance evidence, terminate this Agreement, in FBO's sole discretion.

14c. Renter's Liability Not Limited. NOTWITHSTANDING THE PROVISIONS OF SUB-ARTICLE 14b, FOR PURPOSES OF THIS AGREEMENT, RENTER ACKNOWLEDGES THAT ITS POTENTIAL LIABILITY IS NOT LIMITED TO THE AMOUNT OF LIABILITY INSURANCE COVERAGE IT MAINTAINS OR TO THE LIMITS REQUIRED HEREIN.

15. Indemnification. Renter agrees to indemnify, defend and hold harmless FBO, the Airport and their respective officers, directors, agents, contractors, subcontractors, invitees, guests and employees from and against any and all liabilities, damages, losses, claims, suits, fines, penalties or judgments of any kind whatsoever (including environmental-based claims and those arising from third parties), including all costs, reasonable attorneys' fees and expenses incidental thereto (hereinafter collectively referred to as, "Damages"), which arise in any way from Renter's use and operation of the Aircraft, specifically including any and all losses or damages to any property or injury to or death of any person, including, without limitation, Renter's employees, students, agents, personal guests or business invitees.

16. Disclaimer of Liability. UNDER NO CIRCUMSTANCES SHALL FBO BE LIABLE TO RENTER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT LIABILITY AND NEGLIGENCE), SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR LOSS OF ANTICIPATED PROFITS RELATING TO THE RENTAL OF THE AIRCRAFT HEREUNDER.

17. Force Majeure. FBO shall not be liable for its failure to perform under this Agreement or to provide the Aircraft for rental (or for any loss, injury, damage or delay of any nature whatsoever resulting therefrom) caused by any act of God, flood, wind storm, strike, labor dispute, riot, insurrection, war, terrorism, lack of fuel or any other cause beyond FBO's control.

18. Default. It shall be considered a default of this Agreement if: (a) Renter shall fail to make timely payments required hereunder on the date due and said default shall continue for ten (10) days thereafter after receipt by Renter of written notice thereof from FBO; or (b) Renter shall fail to perform any other material covenant herein, and such default shall continue for a period of ten (10) days after receipt by Renter of written notice of said default from FBO; or (c) Renter shall breach or otherwise violate any of the Aircraft rental policies and regulations set forth in Exhibit B, which, in such event, FBO reserves the right to terminate this Agreement with immediate effect. In the event the default conditions of Sub-Items (a) or (b) above are not rectified consistent with the specified cure periods for each, FBO reserves the right to terminate this Agreement immediately, with or without notice to Renter. Provided further, in no event may Renter utilize the Aircraft without insurance coverage as described herein.

19. Governing Law. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the State of Nebraska. The Parties irrevocably consent to the jurisdiction of the Courts of Hall County, Nebraska for all purposes in connection with any action or proceeding that arises out of or relates to this Agreement. For purposes of this Agreement, a "proceeding" is defined as any threatened, pending or completed action, suit or claim whether civil, criminal, administrative, investigative or any other type whatsoever.

20. **Independent Contractor.** The relationship between FBO and Renter shall be that of independent contractors and neither Party shall be construed or interpreted to be a partner, agent or joint venturer of the other and neither Party shall be responsible for the acts or omissions of the other.

21. **Rights Not Waived.** No failure by FBO to insist upon the strict performance of any term, covenant, agreement, provision, condition or limitation of this Agreement or to exercise any right or remedy consequent upon a breach thereof, and no acceptance by FBO of full or partial payment for Aircraft rentals during the continuance of any such breach shall constitute a waiver of any such breach or of any such term, covenant, agreement, provision, condition, limitation, right or remedy.

22. **Remedies Cumulative.** The rights and remedies with respect to any of the terms and conditions of this Agreement shall be cumulative and not exclusive and shall be in addition to all other rights and remedies. The waiver by either Party of any covenant or condition of this Agreement shall not preclude such Party from demanding performance thereafter in accordance with the terms hereof.

23. **Notices.** Any notice given by one Party to the other in connection with this Agreement shall be in writing and shall be sent by U.S. certified mail, return receipt requested or via hand delivery (with advance copy to be forwarded via facsimile or electronic mail):

(1) If to FBO, addressed to:

Trego/Dugan Aviation of Grand Island, Inc.
Attention: Vincent J. Dugan
PO Box 1226
North Platte, Nebraska 69103
Facsimile: 308-696-1052
E-Mail: vince@trego-dugan.com

(2) If to Renter, addressed to:

Grand Island Public Schools
Attention: Daniel Philips
123 S. Webb Rd, PO Box 4904
Grand Island, Nebraska 68802
Facsimile: 308-385-5134
E-Mail: dphilips@gips.org

Notice shall be deemed to have been given on the date of receipt as shown on the return receipt or facsimile confirmation document.

24. **Entire Agreement.** It is mutually agreed and understood that this Agreement (and any exhibits, amendments and addendums attached hereto) contains the final and entire agreement and understanding between the Parties. The Parties shall not be bound by any terms, statements, conditions or representations, oral or written, express or implied, not herein contained. Excepting alterations to the provisions of Exhibits A and B hereof, any change or modification to this Agreement must be in writing and signed by both Parties.

25. **Basis of Bargain.** Renter acknowledges that it is familiar with the operation of Aircraft and is aware that there are certain dangers inherent in their use and operation, even when prudent care is exercised. Renter further acknowledges that it has considered these dangers along with the benefits which flow to Renter as a result of this Agreement and that such considerations constitute part of the basis for the bargain reached herein between FBO and Renter. Specifically, Renter understands that its obligations to FBO with regard to the specified insurance coverage and Renter's indemnification to and limitation of liability of FBO constitute a material consideration for FBO to agree to enter into this Agreement.

26. **Conflict.** In the event of any conflict between the provisions of this Agreement and the terms and conditions set forth in Exhibit B, attached hereto, the provision which is interpreted to be the most restrictive upon the Renter's actions and/or beneficial to FBO's interests shall be deemed to have precedence.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

(FBO) Treggs/Dugan Aviation of Grand Island, Inc.

(Renter) _____

By: [Signature]

By: _____

Printed Name: Vincent J. Dugan

Printed Name: _____

Its: President

Its: _____

Date: Jan 22, 2021

Date: _____, 20__

**EXHIBIT A
RENTER'S DATA FORM**

Full Name: _____ SSN: _____

Address: _____

Telephone Number: (H) _____ (W) _____

Cell: _____

Emergency Contact: _____ Phone Number: _____

Relationship: _____

Date of Birth: _____

Pilot's Certificate Number: _____

Medical Date: _____ Medical Class: _____

Last Flight Review: _____

Copy Received of Renter's: Pilot Certificate: _____ Date: _____

Medical Certificate: _____ Date: _____

Driver's License: _____ Date: _____

Proof of US Citizenship: _____ Date: _____

Aircraft Checkout Data:

Date: _____ Instructor: _____

Type Aircraft: _____

Limitations or Restrictions: _____

Date: _____ Instructor: _____

Type Aircraft: _____

Limitations or Restrictions: _____

EXHIBIT B
to
AIRCRAFT RENTAL AGREEMENT
by and between
Hall County School District #2, aka Grand Island Public Schools ("Renter")
and
Trego/Dugan Aviation of Grand Island, Inc ("FBO")
effective February 11, 2021

The below policies and procedures regarding rental licensed and student pilots' utilization and operation of FBO-furnished aircraft (collectively, the "Aircraft") shall be in effect at all times during the term of the Agreement. For the purposes of this Aircraft Rental Agreement, the term Renter shall include Renter's employees, students, agents, personal guests or business invitees and specifically includes any and all persons utilizing, inspecting, observing and or in the vicinity of the Aircraft, whether in flight, taxiing, running in place, in maintenance, static in place and/or being towed or pushed by hand.

- 1) The Renter will follow all FARs applicable prior to and at the time of flight, including, but not limited to, the performance of a proper and thorough pre-flight inspection of the Aircraft and sumping of fuel tanks.
- 2) The Renter will operate the Aircraft within the limits of the Aircraft Operator's handbook at all times.
- 3) The Renter will only use the Aircraft for personal, non-commercial purposes and will not engage in any commercial operation of the Aircraft of any kind.
- 4) The Renter will not operate the Aircraft if he/she has consumed any alcoholic beverage, drug (whether prescription, over the counter, legal or illegal within twenty-four (24) hours prior to or during operation of the Aircraft) or, if having not consumed any of the foregoing substances within 24 hours prior to operation of the Aircraft, if the Renter's ability is nonetheless diminished in any manner by the consumption of any such substance at any time.
- 5) The Renter agrees not to land the Aircraft on runways that are turf, sod grass or in otherwise poor condition, shorter than 3,000 feet in length, or areas that are enclosed, abandoned or not designated as an FAA approved airport.
- 6) The Renter will not engage in formation flight or aerobatics.
- 7) The Renter will not intentionally fly within fifteen (15) nautical miles of any thunderstorm or any cumulus cloud that may turn into a thunderstorm.
- 8) The Renter will not operate the Aircraft in known icing conditions.
- 9) The Renter will fly at all times within the limits of the Renter's existing pilot's license and will not engage in flight for which the Renter is not qualified. Further, Renter will fly the Aircraft from the left front seat only and will not allow anyone else to fly the Aircraft unless the Renter is the holder of a valid and current Certified Flight Instructor (CFI) certificate. Further, Renter will not permit a student pilot to carry passengers or to act as pilot in command of the Aircraft in any way for compensation or hire.

- 10) The Renter is prohibited from simulated emergency practice and over water flights beyond a gliding distance from land.
- 11) The Renter will undergo a flight proficiency check for the specific approval for each type of Aircraft to be rented. All check-flights will be conducted by an approved FBO check-pilot (instructor) without exception and subsequently recorded on the Renter's Data Form.
- 12) The Renter will not take passengers in the Aircraft unless the Renter is qualified to do so and has made the requisite number of takeoffs and landings and has met all other qualifications necessary to do so in accordance with FAA regulations.
- 13) The Renter will not engage in night flight operations in the Aircraft.
- 14) The Renter will not operate the Aircraft in instrument flight rules (IFR).
- 15) The Renter will keep the Aircraft neat, clean and well secured when not attended by the Renter. Smoking is prohibited at all times in the Aircraft. Renter shall be assessed a cleaning fee should the Aircraft not be returned to the Airport in a condition deemed acceptable for Aircraft's immediate follow-on rental by another FBO customer.
- 16) The Renter will comply at all times with all placards or notices posted in the Aircraft.
- 17) The Renter will report maintenance discrepancies to FBO immediately upon identification of same, irrespective of the Aircraft's location at the time.
- 18) Renter shall obtain approval in advance from FBO for any emergency repairs required to be performed by the Renter when the Aircraft is away from its home base.
- 19) The Renter shall pay the current posted rental fee of FBO (in accordance with those rates and charges applicable to Renter flight students) for both Aircraft rental and associated flight instruction based upon the time recorded on the Aircraft's Hobbs meter or tachometer, as either instrument may be utilized for such purpose from time to time by FBO. For purposes of calculating charges, all Hobbs meters are read to the next higher tenth of an hour. If a discrepancy is found on the Hobbs meter dispatched out recorded time, an authorized FBO employee must be notified prior to the flight commencing. In the absence of such notification of a Hobbs meter discrepancy prior to the Renter starting the engine, the dispatched Hobbs meter time will be judged as valid and accurate and will be utilized to calculate all usage charges upon the Aircraft's return, excepting for typographical or transposition errors.
- 20) In the event the tachometer is to be used for calculating Renter's Aircraft usage time, the charge will be based upon 1.3 times (1.3x) the start versus end times shown on the Aircraft's tachometer.
- 21) It is expressly agreed and understood that the Renter is responsible for any and all expenses incurred in the utilization of the Aircraft from the time of its departure from the Airport until its return. Such charges include, but are not limited to, landing fees, parking fees, hangar fees, and all out-of-pocket living expenses (hotels, rental cars, meals, etc.) which may be incurred on an unanticipated basis by the Renter due to weather delays, mechanical delays, etc.
- 22) The Aircraft is rented to Renter on a "wet" basis. Therefore, any fuel or oil purchased for the Aircraft by the Renter shall be credited against the aggregate rental charges provided that legible,

bona-fide receipts for such expenditures are presented to FBO by the Renter upon the return of the Aircraft. No other operating costs, purchases or fees are deemed to be reimbursable by FBO to the Renter, unless expressly approved by FBO in advance of such expense being incurred.

23) It is understood by the Renter that from time to time, certain pieces of equipment may not be functioning in the Aircraft at the time of rental. While FBO endeavors to keep the Aircraft in 100% operating condition, mechanical faults due occur and cannot always be readily rectified upon the Aircraft's return. FBO offers no discount or rental abatement for Aircraft that have certain components not functioning at the time of rental, but which otherwise are not an impediment to safe flight. Renter is encouraged to review the Aircraft write-up list and logbooks prior to accepting the Aircraft for rental. Notwithstanding the foregoing, FBO shall not be liable for Renter's use of the Aircraft with identified malfunctioning components which are not included in the Aircraft's minimum equipment list or similar listing of "no go" items, which Renter, utilizing his/her own judgment, accepts the risk of not working within nominal performance levels.

24) With specific regard to all flights by Renter's student pilots, i.e., those individuals not possessing at least a private pilot certificate, the following rules are applicable:

- a) FBO's certified instructor shall be solely responsible for all decisions regarding the suitability of each flight by Renter's students.
- b) To conduct student solo flights, the Renter's student must have the express authorization and logbook signoff by his/her flight instructor employed by FBO. The student logbook and Student's Pilot Certificate must be in the student's possession during all solo flights.

25) Without prejudice to any other provision of this Exhibit B, Renter will be charged for the following miscellaneous costs:

- a) Excessive or unnecessary wear and tear of the Aircraft, or any of its parts or components, due to Renter's negligence, abuse or piloting technique. Examples of such damage include flat-spotted tires and damaged wingtips.
- b) Neglect of proper Aircraft checklist procedures.
- c) Lost Aircraft keys.
- d) Items missing from the Aircraft including, but not limited to, fuel drain cup, pitot covers, control wheel lock manuals and any FAA-required Aircraft documentation.

26) Notwithstanding any other provision of the Agreement and this Exhibit B, FBO expressly reserves the right to deny rental of any Aircraft to Renter for any reason and at any time in its sole and reasonable discretion.

GIPS NEEDS ANALYSIS



Board Committees will use the NASB Needs Analysis to guide development of proposals to the Board of Education.

Proposal: Purchase and Install the necessary Fiber and Network equipment to operationalize the network at the new Principal building.

Date: February 11, 2021

1. What is the identified need?

The network at Principal is currently insufficient to support using the facility for staff and/or students who need reliable and fast access to wireless internet.

2. Proposed Action

Contract to install fiber between West Lawn elementary and the Principal building and purchase the necessary switching and wireless equipment to get the building up to district standards.

3. Authority of Action

Cory Gearhart Executive Director of Information Technology with the collaboration of Mr. Dan Petsch and Mr. Virgil Harden.

4. Data/Alternates Assessed

None to meet baseline objectives.

5. Administrative Recommendation

Cory Gearhart

6. Stakeholder Groups Involved

GIPS IT Department, Buildings & Grounds, anyone using technology at the Principal building.

7. Summary

Acquisition of a new building needs additional network infrastructure investment in order to deliver network services for staff and students.

8. Fiscal Impact

Approximately \$65,370 from the General Fund.

-Fiber Install \$18,320
-Networking Equipment \$47,050.

9. Implement, Monitor, Evaluate, and Report Timeline

Implementation:

- Issue Contract for Fiber Installation Feb, 2021
- Order and install network equipment Feb, 2021